

June 16, 2003

Leroy W. Hooton, Jr., Director
Salt Lake City Corporation
Department of Public Utilities
1530 South West Temple
Salt Lake City, Utah 84115

**HEARING SUBMITTAL TO
DIVISION OF WATER RIGHTS**

Right No.: a28548 + a28545
Date: 7/13/2011
Submitter: Applicant
Kevin Tolton
118 m Page

Dear Mr. Hooton,

I am writing this letter to follow up on a letter I wrote you April 25, 2003 concerning the 1976 Intergovernmental Water Supply Agreement, Salt Lake City to Alta City (see enclosed letter attached hereto as Exhibit A).

I am in receipt of a letter from Jeffrey T. Niermeyer dated May 8, 2003 (see Exhibit B) which appears to be a partial answer by him for you of my April 25, 2003 letter, which included two enclosures: 1) the October 2, 1975 Alta Town meeting minutes, and 2) September 11, 1975 Alta Town meeting minutes. Unfortunately, some of the details of my requests to you have been lost in his response and so I am writing to you once again in order to get some better answers on my quest for clarification. Moreover, there have been a series of documents including many letters written with respect to water in the Albion Basin by both Salt Lake City as well as the Town of Alta, which seem to be patently contradictory.

First, in the August 12, 1976 Water Supply Agreement, Salt Lake City, "agrees to make available to Alta for its use, as hereinafter described, the normal flow of raw untreated water, not to exceed 265,000 gallons per day" (see the Intergovernmental Agreement-Water Supply Agreement Salt Lake City to Alta City, dated August 12, 1976, a copy of which is attached hereto as Exhibit C). Pursuant to the Governmental Records Access and Management Act, I would like to request documents which show exactly how much water Alta has been purchasing and using for the past 5 years. Second, the 1976 Water Agreement states, "If the Agreement between city and Alta Peruvian Lodge and others, dated May 20, 1976, is not terminated within one year from the date on which Alta first begins using water hereunder, the maximum amount of water to which Alta is entitled under Article I hereof, shall be reduced thereafter by 150,000 gallons per day." I am interested in you clarifying for me whether or not the Alta Peruvian Lodge contract was ever terminated which obviously would have a huge impact on Alta's available water balance. Therefore, under GRAMA I am asking for all documents in possession of Salt Lake City, which cite and clarify the status of the Peruvian Water Contract as it relates to the water ceiling imposed under the 1976 Salt Lake City-Alta City Contract.

The 1976 Water Agreement, page 3, paragraph 8 states, "It is expressly understood and agreed that said pipelines shall not be extended to or supply water to any properties or facilities not within the present city limits of Alta without prior written consent of the

city.” As you already know, I am in receipt of a November 22, 2002 letter from the Town of Alta’s lawyer, W. Paul Thompson, Esq. which states, “as a property owner in the Cecret Lake Subdivision, your lot would qualify for a water connection.” (See copy of W. Paul Thompson letter to Judy Maack attached as Exhibit D). This Town of Alta Water Connection Letter was written by Mr. Thompson upon my specific request for a water connection to the Town’s culinary water supply system (see enclosed October 9, 2002 letter from Judith Maack to William Levitt and December 4, 2002 letter from Judith Maack to W. Paul Thompson, Exhibits E and F).

A letter predating the W. Paul Thompson water connection letter from the Town Administrator, John Guldner states, “The Town of Alta has no plans, nor any responsibility to extend the municipal sewer line to the Cecret Lake Subdivision. Extension of sewer and water services are the responsibility of the developer.” (See letter dated October 4, 2002 from John Guldner to Judy Maack attached as Exhibit G).

In response to my December 4, 2002 letter to W. Paul Thompson, Esq. (wherein I request that the Mayor himself respond to my petition for a water connection letter), John Guldner, instead, responds on behalf of the Mayor but under the direction of W. Paul Thompson, Esq. when he states, “Hi Judy: Paul suggested I just re-send a copy of the water letter he sent you in November.” Clearly, at the time he wrote his December 18, 2002 “Town of Alta Facsimile” (attached hereto as Exhibit H, December 18, 2002 Town of Alta Facsimile from John Guldner to Judith Maack), John Guldner had read and was in possession of the W. Paul Thompson November 22, 2002 letter to me stating, “as a property owner in the Cecret Lake Subdivision, your lot would qualify for a water connection.”

This Town of Alta response letter by John Guldner leaves no doubt but that W. Paul Thompson, Esq. in granting the water approval letter is acting on behalf of the Town. In fact, Mr. Thompson specifically states that, “he [Mayor Levitt] has asked me to respond to it. [my request for a water connection letter]”. Clearly, Mr. Thompson is specifically directing John Guldner to resend his (Mr. Thompson’s) November 22, 2002 Town of Alta Water Connection Letter to me. Since this letter was written to me pursuant to my request for a water connection letter from the Mayor, no doubt Mr. Thompson’s Water Approval Letter constitutes an official declaration of Town Policy, endorsed by Mayor Levitt himself.

In complying with Mr. Thompson’s directive, Mr. Guldner clearly understands and endorses the fact that Mr. Thompson is acting in the official capacity of an agent for the Town. Mr. Guldner’s December 18, 2002 Town of Alta Facsimile reaffirms his understanding that not only does my lot qualify for water connection under the 1976 Water Supply Agreement with Salt Lake City, but that his two bosses, namely Mayor Levitt and W. Paul Thompson, Esq., are directing him to act affirmatively in acknowledging that my lot qualifies for Town water; (which he did).

A further endorsement of Mr. Guldner’s understanding that my lot qualifies for water followed. In a letter dated January 31, 2003 from John Guldner to Gerry Bourke of the

Salt Lake Valley Health Department he states, **"The Cecret Lake Subdivision in Albion Basin in within the 1976 boundaries of the Town of Alta which would allow access to the Town's culinary water."** (A copy of which is attached as Exhibit I), (emphasis added).

With respect to your letter to Mayor Levitt, Mr. Hooton, dated April 8, 2003, you state, "Please be advised that after careful review of the 1976 Agreement, Salt Lake City does not believe that service to the Cecret Lake Subdivision is presently allowed. Paragraph 13 of the 1976 Agreement states: 'Alta agrees that until the EPA 208 Study is complete, there will be no additional users of water added to the system beyond those now in existence to whom water service is presently contemplated.' Salt Lake City does not believe water service to the Cecret Lake Subdivision was contemplated in 1976" (your letter to Mayor Levitt dated April 8, 2003 is hereto attached as Exhibit J). I appreciated receiving the EPA 208 study from your office, which was written and completed in October, 1978. As per the 1976 contract, once the EPA 208 study was completed, additional water users could be added that fall within the 1976 Town boundary. Obviously, my lot as W. Paul Thompson, Esq. and the Town of Alta Administrator correctly point out, qualifies for water under this water agreement. No additional permission is required by Alta from Salt Lake City for properties seeking water service connections that are located within Alta's 1976 corporate boundaries as per the terms of this contract.

Most importantly, your April 8, 2003 statement, "Please be advised that after careful review of the 1976 Agreement, Salt Lake City does not believe that service to Cecret Lake Subdivision is presently allowed" is specifically contradicted by many previous letters and memos you, yourself, have written in the past.

- 1- You wrote a memorandum dated March 23, 1992 to Anne Quinn (Administrative Assistant for Intergovernmental Affairs) wherein you state, "The Town of Alta receives its water supply through a 1976 Surplus Sales Contract with Salt Lake City. The contract specifically states that the Town of Alta cannot expand its water system into areas outside of the Town's limits (at the time of the contract) without consent of Salt Lake City." (attached hereto as Exhibit K).
- 2- In a letter to Brian Gaulke dated September 15, 1989 written by you (LeRoy W. Hooton, Jr.) in response to an inquiry for water availability from the Town of Alta, you state and affirm the legal opinion of Salt Lake City Attorney Ray Montgomery. You write, "His [Ray Montgomery] opinion is that if Alta City elects to sell you water, they may do so as long as the point where the water is delivered and the area the water is used is within the Alta City limits of 1979." (See Exhibit L attached hereto).
- 3- In a letter dated March 11, 1988 (LeRoy W. Hooton, Jr. to Mayor William Levitt enclosed herein as Exhibit M) you say, "We recognize that there are existing authorized uses of private property... We wish to point out that, in our existing water supply contract with the Town of Alta (dated 1976), it specifically states that the Town of Alta cannot expand it's water system into

areas outside of the Town limits (as defined at the time of the contract) without the consent of Salt Lake City.”

The Cecret Lake Subdivision is, therefore, in a unique circumstance (unlike the Albion Basin and the Albion Alps Subdivisions) because it was annexed into the Town of Alta in 1975 (one year before the signing of the 1976 Water Supply Agreement). Hence, my lot qualifies for water not only based upon the clear language of the 1976 Water Supply Agreement, but also based upon Mayor Levitt’s understanding, W. Paul Thompson, Esq.’s understanding, John Guldner’s understanding, Salt Lake City attorneys’ understandings and your own personal understanding.

With respect to the Cecret Lake Subdivision Annexation itself, you state (again in your April 8, 2003 letter to me) that, “In fact, the Town Council minutes for the annexation ordinance pursuant to which the subdivision was annexed into the town in 1975 enumerated several municipal services to be provided. Water service was not included.” (see September and October 1975 Cecret Lake Annexation meeting minutes enclosed as Exhibit N). Your comment here seems to suggest that the Town of Alta is not under a legal obligation to provide municipal services including water and sewer to properties annexed, and that only contemplated, but unnamed potential users would qualify under the terms of the 1976 Water Agreement. Contrary to your April 8, 2003 stated belief about what the 1976 contract allows, there is a whole body of evidence including representations made by Salt Lake City that are consistent with statements made by yourself, that specifically contradict your April 8, 2003 statement (i.e. everything you, Salt Lake City and the Town of Alta have said in the past about what the 1976 Water Supply Agreement says and means specifically contradicts what you are saying it means now).

The 1976 Water Agreement states that “the Town of Alta is a body corporate of the State of Utah...established pursuant to the laws of the State of Utah for the purposes of furnishing municipal services to the residents and developments within the boundaries of Alta City, and whereas, Alta represents that it is presently in compliance with the ordinances, rules and regulations of the Salt Lake City-County Health Department and state and federal regulatory agencies...”, therefore in the event that the Town of Alta were not to comply with the law in providing municipal services on an equal basis to all similarly situated residents or properties it would not only be in material breach of the 1976 Agreement, in particular paragraphs 1 and 2, but also violate state and federal laws.

The Town of Alta is bound by the Cecret Lake Subdivision Annexation Policy Declaration Statement and Resolution of Annexation together with Utah Code Annotated 10-2-401(4), which states, “Areas annexed to municipalities in accordance with appropriate standards should receive the services provided by the annexing municipality subject to UCA 10-2-424 (electrical utility service) as soon as possible following annexation.” Furthermore, UCA 10-2-417(3) states, “A municipality shall not annex territories without the ability and intent to benefit the annexed area by rendering municipal services to the annexed area.” I am expressly relying on the promises and contractual agreement that the Town of Alta made at the time of annexation to provide all necessary municipal services to fully develop and enjoy my platted and approved

subdivision lot. In order to convince Cecret Lake landowners to consent to annexation, the Town told us that instead of relying on Salt Lake County to provide duplicate services, that it, through annexation would provide us all necessary services. The annexation certainly did not exclude water and sewer; and it would be absurd to suggest that municipal services I need are avalanche warning and police protection for the wild flowers that live on my lot.

Therefore, the parties to the 1976 Water Agreement could not have ignored Utah Law and remained compliant with the specific contractual requirements that Alta comply with all Utah laws; page one of the 1976 Agreement says, "Alta represents that it is presently in compliance...". Because Cecret Lake was annexed in 1975, all of the property that was located within the 1976 Town Boundary was "contemplated" to receive water and therefore I am an intended beneficiary of that contract. **The 1976 contract excludes no one within the 1976 geographic town boundary.** To the contrary, it specifically includes everyone located within that 1976 Town boundary line.

Your letter also suggests that water service can be denied based upon which properties might or might not have been contemplated to receive or need water under the 1976 Agreement. You reference the Cecret Lake Annexation meeting minutes, but there is nothing in those minutes which suggests that the Town of Alta was contemplating breaking the law (specifically UCA 10-2-401(4) and 10-2-417(3); and equal protection clauses of the United States Constitution Fourteenth Amendment), when it annexed Cecret Lake, but did not intend to, as the Utah statute requires, provide its inhabitants with municipal services afforded similarly situated residents.

For example, snowmaking was not specifically included or excluded in the language of the 1976 Water Supply Agreement, but it was clearly allowed by the legal language of the contract although it may not have been, "contemplated" at the time the 1976 contract was written. (See April 28, 1993 Agreement and Water Supply Permit for Snowmaking attached as Exhibit O. Also see Exhibit P: December 14, 1988 letter from LeRoy W. Hooton, Jr. to Mayor William Levitt). In fact, Salt lake City has consented to water uses outside of the authorized terms of the 1976 Water Supply Agreement because snowmaking is not a culinary use or even incidental to a culinary use as required in paragraph 9: "The uses of the water supplied hereunder shall be limited solely to domestic and commercial culinary purposes...". The genesis of paragraph 9 stems from requirements found in the original "Morse Decree."

Similarly, the 1995 water line extension to the Alpenglw Lodge, also known as Alf's Inn (which is located within the 1976 Town geographic boundary) was legally authorized under the 1976 contract without Salt Lake City's consent, but this water line extension was not specifically "contemplated" either. (See Exhibit Q: two letters from Salt Lake City to Kate Black regarding Alpenglw hookup to Town of Alta water system).

Mr. Doxey, Deputy Director of the Department of Public Utilities in his November 7, 1998 letter to the Town of Alta, specifically attaches a map showing that the Alpenglw is located within the 1976 Town boundaries and therefore, qualifies for water. Moreover,

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his October 20, 1995 letter to Kate Black (Alta Town Clerk) regarding the "Alpenglow Hookup to Town System" grants the connection and explains that the Town's public water system will be supplying water to the Alpenglow water system. Importantly, this letter was copied to Salt Lake City Water Attorney Chris Bramhall, Esq..

Likewise, the 1992 water extension to the Forest Service Albion Basin Campground was allowed, but not contemplated in the 1976 Water Supply Agreement. (See Exhibit R attached hereto, June 26, 1992 Water Supply Permit and Agreement between Salt Lake City Corporation and the United States Department of Agriculture).

In the Haik v. Alta case (civil no. 96-C-732-J) Salt Lake City Attorney, Chris Bramhall, Esq. argued that the 1976 Water Supply Agreement, "is geographically based and clearly geographically based." (see enclosed excerpt from Haik v. Alta, April 25, 1997 Motion Hearing before Judge Bruce Jenkins, page 46; attached hereto as Exhibit S). Fact number 8 in that case admitted by both plaintiffs and defendants states, "Alta and Salt Lake City intentionally excluded all property in the Albion Basin Subdivision from the service area to be benefited by the Water Supply Agreement." (See attached April 25, 1997 Motion Hearing, Haik v. Alta, page 47). In making its case against the Haiks, Salt lake City **did not argue** before the Judge (as would have been beneficial to their argument and claim) that not only were all properties outside the 1976 Town boundary excluded, but properties located within the Town boundary were excluded as well. Paragraph 3, page 2 of the 1976 Water Supply Agreement clearly states that, "Alta agrees to construct or have constructed, from said water sources and diversion points **to the various users of water intended to be served within the city limits**, all necessary pipelines, facilities, fixtures and appurtenances thereof...at the sole cost of Alta...necessary or incidental to the movement and/or treatment of the water from and points of diversion **to various users within Alta's City limits.**" (emphasis added)

Paragraph 7 goes on to say, "City shall, from time to time, read said meters and compute the amount of water used by Alta, which will be billed once each month at the then prevailing city water rates for water served inside city's limits..."

Similarly, Town of Alta lawyer Craig V. Wentz, Esq. in the April 25, 1997 Haik Hearing, page 69,70 (attached hereto as Exhibit T) states: "Since 1976, when that water supply agreement was entered into and when the geographical limitation was set, that is being the 1976 boundaries, the Town has done a great deal of planning and analysis about its growth...there are projects going in, within the '76 boundaries that will make claim on that 265,000 limitation."

Finally, Salt Lake City attorney Chris Bramhall, Esq. in a letter (attached hereto as Exhibit U) dated July 12, 1996 states, "Salt Lake City's obligation to sell water to the Town of Alta is governed by the terms of that certain Intergovernmental Agreement-Water Supply Agreement Salt Lake City to Alta City, dated as of August 12, 1976 (the "Agreement"). Pursuant to Section 3 of the Agreement, the Town of Alta may construct the necessary pipelines and other facilities to distribute water to water users within the corporate boundaries of the Town. Section 8 provides that 'said pipelines shall not be

extended to or supply water to any properties or facilities not within the present city limits of Alta without the prior written consent of City.' These two Sections together leave no doubt that the Town of Alta is only entitled to use water, and Salt Lake City is only obligated to sell water for use, within the boundaries of the Town of Alta as those boundaries existed on August 12, 1976."

Because my property lies within the geographic boundary of the Town of Alta as of 1976 when the Water Supply Agreement was signed, I am an intended beneficiary to water under that agreement. Alta has a legal right under the contract to a supply of water and I am willing to fund the water line extension from the closest point in the town's contiguous water supply infrastructure to my lot so that I will have the physical supply of water. The Town of Alta is clearly a retail distributor of water obtained legally under the 1976 Agreement from Salt Lake City's underlying water rights. Because Salt Lake City is selling surplus sales water outside of it's corporate boundaries, it is acting as a water company, not a municipality.

While I disagree with the Town of Alta's position stated by W. Paul Thompson, Esq. in his November 22, 2002 letter to me that "The Town is not obligated under any agreement, ordinance, or State statute to construct the water distribution facilities necessary to bring culinary water to your lot," because the specific language in the 1976 Water Supply Agreement states otherwise (i.e. that all pipelines and water infrastructure shall be "constructed at the sole cost of Alta"), I am nevertheless willing to presently fund the water extension line.

Subsequent to your letter of April 8, 2003, John Guldner has attempted to retract the Town's water approval letter by W. Paul Thompson, relying on your "new interpretation" of the 1976 Water Supply Agreement. (See John Guldner letter dated April 18, 2003, attached hereto as Exhibit V, and John Guldner letter dated May 12, 2003 as Exhibit W).

My response to those letters (also enclosed as Exhibit X) clearly points out that Mr. Guldner (presumably emboldened by your "belief letter" dated April 8, 2003) is taking unusual liberty in reinterpreting the 1976 contract and imposing his new views of the contract that specifically contradict prior representations by himself, Paul Thompson as a lawyer for the Town, as well as the clear and plain language of the contract, not to mention the legal views of the Town lawyers presented as officers of the court in the Haik v. Alta case. Your April 8, 2003 letter contradicts the Town's understanding of the 1976 agreement prior to April 8, 2003; and the Town of Alta is now attempting to reverse a prior position it had taken (as evidenced by an enormous written record), since you issued your April 8, 2003 letter.

Mr. Guldner should be reminded that the 1976 Intergovernmental Water Agreement was, "established pursuant to the laws of the state of Utah for the purposes of furnishing municipal service to the residents and developments within the boundaries of Alta City," and that his and the Town's position that I qualify for water under that agreement still stands in spite of your April 8, 2003 letter to Mayor Levitt. A look at some of the Town's

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own positions of record elucidate clearly the untenable nature of any Town attempt to deny me water under the 1976 Water Agreement.


On or about August, 1994, the Town of Alta represented to the Board of Water Resources in seeking a non-voting financial bond approval in order to improve the town's culinary water system that:

- 1) "Alta's water, currently used by 42 domestic and 16 commercial connections (270 total equivalent residential connection) comes from within the Bay City Mine."
- 2) "The Town purchases it's water from Salt Lake City and use of this water is governed by an agreement with Salt Lake City and the rules and regulations of the Salt Lake City watershed management plan. These governing documents do not allow Alta to develop new sources of water within the watershed or obtain water from another entity within the watershed on a permanent basis."
- 3) "Both the water supply and the pumping plant exceed the flow capacity of the 4-inch pipe."
- 4) The Town is planning on, "installing a connection to Snowbird's water system, tying the two systems together"
- 5) Replacement and enlargement of the tunnel pipeline will allow use of all available water and will provide additional capacity for fire protection and growth (emphasis added)
- 6) "About 80% of the land belongs to the U.S. Forest Service, with private ground existing for about 25 potential new homes; it is also conceivable the lodges could expand." (emphasis added)

(See enclosed Town of Alta 1994 Board Water Resources Feasibility Report enclosed herein as Exhibit Y).

This report leaves no question, but that Alta not only contemplates future growth, but also contemplates providing water to that growth by it's own source of water rights – the 1976 Water Supply Agreement (and is seeking funding to do the same).

Again the Haik v. Alta case is instructive here, because all of the reasons provided by Salt Lake City and the Town of Alta to Judge Jenkins as to why the Haiks could not get water from the Town of Alta was because the 1976 Water Agreement precluded water being provided to the Haiks due to this geographic water service boundary line. And therefore under the terms of the contract, anyone outside of the 1976 Town boundary needed specific approval by Salt Lake City to get water. Now the fact that my lot is located within the 1976 Town boundary is key and separates my circumstances from the Haiks. The Haik case is also relevant here because of the testimony and representations by town officials and Salt Lake City officials and their legal counsel as to what the facts were and are surrounding water law and water availability. Alta Attorney Craig V. Wentz, Esq., in answering Judge Jenkins' question as to whether or not Alta would grant the Haiks a building permit if Salt Lake City would consent to extend water past the 1976 boundary states, "Your Honor, the letters in the file were very clear. The Town Administrator, I

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would say, has written 20 letters to owners within the Albion Basin, and he has declared that if we could extend water lines to the Albion Basin and if they complied with other applicable zoning ordinances, yes they would get a building permit.” (See Exhibit Z , page 25 of the April 25, 1997 Haik v. Alta Hearing). When the court inquired about water availability within the 1976 town boundaries, Mr. Craig Wentz, Esq. states, “But basically, yes, the town, if it sees the 400 gallons per day per structure requirement satisfied, and all other applicable codes, yes, building permits are issued within the 1976 boundaries (emphasis added). (See page 29 of the same April 25, 1997 Haik v. Alta Hearing).

These representations and many others on the record leave no doubt but that the Town of Alta and Salt Lake City intended to provide water to residents and properties within the 1976 geographic town boundary and that both parties to the contract have contemplated over and over again in a multiplicity of contexts that properties inside the 1976 town boundary would receive water service (in addition to the whole bundle of services and development rights) necessary to fully enjoy their properties. The Haiks' claim to an inverse condemnation (i.e. the taking of their properties without just compensation) was denied by Judge Jenkins based upon these presumed true and correct representations made by both the Town of Alta and Salt Lake Corporation.

In summary, first, I request a number of documents under the Governmental Records Access and Management Act and, second, I request that you rescind your letter to Mayor William Levitt dated April 8, 2003 based upon the following:

- 1) All evidence on the record including everything presented in this letter, and all evidence which exists outside of the scope of this letter
- 2) Your letter specifically contradicts the language of the 1976 Intergovernmental Agreement Water Supply Agreement Salt Lake City to Alta City contract
- 3) that the Town of Alta, acting under legal authority of the 1976 Water Agreement, local and state annexation law, and equal protection requirements of the U.S. Constitution, has correctly authorized water services to be provided to me
- 4) that refusing to provide me water for which I qualify under the 1976 Water Supply Agreement would be to create a suspect classification in violation of the equal protection clauses of the Constitution of the United States of America
- 5) that were the Town of Alta to follow your April 8, 2003 letter, and go against all prior legal understanding of what the 1976 Water Supply Contract means, they would be forced to violate not only state and local annexation statutes, but also the specific terms of the 1976 Water Supply Agreement, and by doing so, jeopardize their legal right to their only source of water.
- 6) that because Salt Lake City has already stated on the record by various legal representatives (as has the Town of Alta) that their intent and understanding of the 1976 Intergovernmental Agreement Water Supply Agreement was to draw a geographic line for the inclusion of “water use beneficiaries” under the contract to be the then 1976 corporate boundary of the Town of Alta, that Salt Lake City cannot now take a contrary legal position opposite the one they argued in the Haik v. Alta case

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- 7) that because my lot is located within the 1976 corporate town boundaries and qualifies for water thereunder that your letter stating the contrary was written in error and must be retracted.

In the event that you are unwilling to retract your "belief letter" that my lot does not qualify for water under the 1976 Water Agreement, then I request an official Salt Lake City "Legal Opinion Letter" stating that Salt Lake City Corporation is going back on the legal theories and positions it presented to Judge Bruce Jenkins in the Haik v. Alta case, and is now taking a position opposite the one argued by their legal counsel before the United States Court of Appeals for the Tenth Circuit.

Sincerely,



Judith D. Maack

cc: Governor Michael Leavitt
Mayor Rocky Anderson
Mark Shurtleff, Esq.
David Yocom, Esq.
Alta Town Council
Kevin Tolton, M.D.

LIST OF EXHIBITS

- 1-Exhibit A April 25, 2003 letter from Judith D. Maack to Leroy W. Hooton, Jr.
- 2-Exhibit B May 8, 2003 Jeffry T. Niermeyer letter to Judith Maack
- 3-Exhibit C August 12, 1976 Intergovernmental Agreement Water Supply Agreement Salt Lake City to Alta City
- 4-Exhibit D November 22, 2002 W. Paul Thompson letter to Judith D. Maack
- 5-Exhibit E October 9, 2002 letter from Judith D. Maack to William Levitt
- 6-Exhibit F December 4, 2002 letter from Judith Maack to W. Paul Thompson
- 7-Exhibit G October 4, 2002 letter from John Guldner to Judith Maack
- 8-Exhibit H December 18, 2002 John Guldner Town of Alta Facsimile to Judy Maack regarding Water Connection Letter written on behalf of the Town of Alta by W. Paul Thompson, Esq.
- 9-Exhibit I January 31, 2003 letter from John Guldner to Gerry Bourke "The Cecret Lake Subdivision in the Albion Basin is within the 1976 boundaries of the Town of Alta, which would allow access to the Town's culinary water."
- 10-Exhibit J April 8, 2003 letter from LeRoy Hooton to Mayor Levitt
- 11-Exhibit K March 23, 1992 Memorandum from LeRoy W. Hooton, Jr. to Anne Quinn, Administrative Assistant for Intergovernmental Affairs regarding Albion Basin
- 12-Exhibit L September 15, 1989 letter from LeRoy W. Hooton, Jr. to Brian Gaulke
- 13-Exhibit M March 11, 1988 letter from LeRoy Hooton, Jr. to Mayor William Levitt
- 14-Exhibit N 1975 and September 11, 1975 Alta Town Cecret Lake Annexation Meeting Minutes October 2
- 15-Exhibit O April 12, 1993 Agreement and Water Supply Permit for Snowmaking between Onno Wieringa d.b.a. Alta Ski Lifts Company, and Salt Lake City Corporation
- 16-Exhibit P December 14, 1988 letter from LeRoy W. Hooton, Jr. to Mayor William Levitt
- 17-Exhibit Q November 7, 1995 letter from E.T. Doxey, Deputy Director of the Department of Public Utilities to Kate Black, Town of Alta Clerk; September 29, 1995 letter from Robert B. Jones to Russ Harmer, 1976 Town of Alta Boundary Map; October 20, 1995 letter from E.T. Doxey, Deputy Director of Salt Lake City Department of Public

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Utilities to Kate Black, Town Clerk of Alta; September 27, 1995 letter from Al Tunbridge of Alta Ski Lifts, Co. to LeRoy Hooton, Jr.

18-Exhibit R August 12, 1992 Water Supply Permit and Agreement from LeRoy W. Hooton, Jr. to Michael Sieg, Salt Lake Ranger District

19-Exhibit S April 25, 1997 Motion Hearing from Haik v. Alta, page 46; Testimony of Salt Lake City Lawyer, Chris Bramhall, Esq.

20-Exhibit T April 25, 1997 Motion Hearing from Haik v. Alta, pages 69-70; Testimony of Town of Alta Lawyer, Craig V. Wentz, Esq.

21-Exhibit U July 12, 1996 letter from Chris Bramhall, Esq. to Mr. Steve Crockett, Esq. and Ms. Nanci Bockelie, Esq.

22-Exhibit V April 18, 2003 letter from John Guldner to Judith Maack

23-Exhibit W ^{MAY 12} April 18, 2003 letter from John Guldner to Judith Maack

24-Exhibit X April 29, 2003 Judy Maack letter to John Guldner

25-Exhibit Y 1994 Town of Alta Feasibility Report submitted to the Board of Water Resources

26-Exhibit Z April 25, 1997 Haik v. Alta Hearing, page 25

EXHIBIT A

April 25, 2003

Mr. LeRoy W. Hooton, Jr., Director
Salt Lake City Corporation
Department of Public Utilities
1530 So. West Temple
Salt Lake City, Utah 84115

Dear Mr. Hooton:

I am in receipt of your letter of April 8, 2003, written to Mayor William H. Levitt of Alta, Utah concerning my property in the Albion Basin and the availability of water to that property. You have made reference to and quoted from the "1976 Water Agreement between Salt Lake City Corporation and the Town of Alta" as to your interpretation of what that agreement's intent was or is. Would you kindly clarify whether or not this is a legal opinion by the Salt Lake City Attorney or your own personal opinion? If the opinion is a legal one, please send me an official letter by the appropriate authority to that effect.

You have also referenced an EPA 208 Study and the Town Council meeting minutes pursuant to the annexation of the Cecret Lake Subdivision in 1975. Since you have direct knowledge of these documents and their whereabouts, I am respectfully requesting, via the Governmental Record Access and Management Act (GRAMA), that you provide me with copies of them.

Additionally, under the GRAMA statute, I am requesting that you provide me with letters, correspondence and documents, of any type and description, relating to water connections to the Town of Alta since the signing of the aforementioned 1976 Water Agreement.

I can be reached by telephone at (801)272-7016 and by mail at 4326 White Way, Salt Lake City, Utah 84124. I look forward to your timely response.

Yours truly,



Judith D. Maack

Cc: Mayor Ross C. Anderson

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EXHIBIT B

JY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY AND WATERWORKS
WATER RECLAMATION AND STORMWATER

ROSS C. "ROCKY" ANDERSON
MAYOR

May 8, 2003

Judith D. Maack
4326 White Way
Salt Lake City, Utah 84124

Re: Request for Records

Dear Mrs. Maack:

We are in receipt of your request, received in this office on April 28, 2003, which requests clarification of the April 8, 2003 letter to Mayor William H. Leavitt of Alta, Utah. After consulting with our legal council the position articulated in the letter is the City's interpretation of the contract provision. This Department is responsible for the enforcement of the 1976 agreement.

You have also requested the following documents:

1. EPA 208 Study - A copy of this study is available for you to pick up at our office the copy charge is \$96.49 you may pay at that time you pick up the copy.
2. Town Council meeting minutes pursuant to the annexation of the Cecret Lake Subdivision in 1975. Copies are attached.
3. Letters, correspondence and documents, of any type and description, relating to the water connections to the Town of Alta since the signing of the aforementioned 1976 Water Agreement.

With regard to item 3, we note that the request is made pursuant to the Utah Governmental Records Access and Management Act, UCA 63-2-101, et seq., and related Salt Lake City Ordinance, Title 2, Chapter 64. GRAMA requires that we respond within 10 business days of the request, except in certain circumstances. Upon reviewing your request, we have determined that we cannot provide the records within the 10-day period, based on the exception contained in Section 2.64.120 (C)(2)(c):

- c. The record requested is for either a voluminous quantity of records or requires the appropriate department or the city council office, if applicable, to review a large number of records or perform extensive research to locate the materials requested;

16M/118



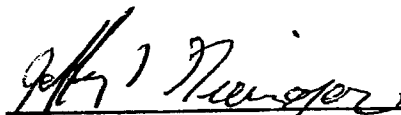
Judith D. Maack
May 8, 2003
Page 2

We feel the most efficient way to comply with this records request is to allow you to personally inspect files which may contain the records you are seeking. These files and data will be available at the offices of the Salt Lake City Department of Public Utilities, 1530 South West Temple, from the hours of 9:00 am to 4:30 pm, Monday through Friday, by appointment only. Because of the voluminous nature of your request, we will require 48 hours advance written notice identifying the general category of records that you wish to review, so we may have the file reviewed to remove any controlled, private and protected records. Also, given other staff responsibilities, no more than 3 hours may be scheduled per week.

Pursuant to State law and City Ordinance, we are permitted to impose certain charges in connection with the request. For example, we may charge you for simple photocopying at 10 cents per 8 x 10 page, and certain staff time involved in complying with this request at \$10 per hour. Given the open-ended nature of the request, it is impossible to estimate these charges with any degree of accuracy. However, we feel an advance cash deposit of \$150.00 is reasonable. If actual charges exceed this amount, we will require an additional deposit before further records are provided. If actual charges are less than the amount of the deposit, we will refund any difference to you.

Please let us know when you would like access to review the records so we can make the appropriate accommodations. You may contact Karryn Greenleaf at 483-6769 to make arrangements.

Sincerely,



Jeffry T. Niermeyer
Deputy Director

JN:kg

Cc: Mayor Anderson
Chris Bramhall
Karryn Greenleaf
file

17m/118 JS

ANNEXATION — Steve Stuart, representing Cecret Lake Sub-Division, submitted their petition to the Town Board for annexation. Discussion was that before annexation was put to motion that a proper survey be taken. This is not necessary but should be done. Concerning a survey, it was suggested that Steve Stuart contact Forest Service and Stu Gardner, who did an original survey, to be of assistance. Mr. Levitt asked attorneys whether the town should have a survey made in order to eliminate any delay in future development. He also asked Town Board if it was agreeable to them if we request the Salt Lake County Planning Commission, which has \$75,000 in funds given them by the State of Utah for "Local Planning Assistance" to use some of these funds to establish proper town boundaries, etc. or whatever else is necessary.

Steve Stuart requested the Town Board to annex the property which is known as the Portion of Cecret #1 Lode Mining Claim embracing a portion of Township 3 South, Range 3 East, Salt Lake Base and Meridian in Albion Basin, Little Cottonwood Canyon. Motioned by Chic Morton, Al Kapp seconded.

Discussion: We, as a town, in accepting this annexation are not required to provide any services that we are not financially and economically able to do. We will provide services affordable ... police surveillance, useage of dump pad at a reduced rate and representation of property holders in county matters to protect the town and their interest.

Motion carried that we accept annexation — 4 Members of Board accepted with 1 absent. Petition to be filed with the county to Ed Blaney, Council of Governments.

SEWER REPORT — In the absence of Jim Shane, Jeff Anderson reports the by-pass line is under construction and should be completed within 2-3 weeks. No info on the dumping pad. Dr. Gibbons of Health Department has requested the county for funds to share the cost of the dumping pad and will try and get \$1,500. Chic Morton, representing the lift, stipulated that everything should be completed by November 1st in order not to obstruct the operation of their work.

At the request of Snowbird, specifications for the sewer line were worked out so that a uniform sewer system would be on file if needed. Stu Gardner checked them and found no objections. No motion made.

CULINARY WATER SYSTEM — BOND ELECTION — For the records, the Revenus Bond Ordinance Resolution was read by Mr. Levitt. Al Kapp voted for adoption of Bond Election as read, Barbara Bannon seconded. Motion carried with one member absent, Jim Shane.

Notice is further given that on Wednesday, the 5th day of November 1975, that by within 10 days after said election, the Town Board will meet at Alta Ski Lifts Company Office in Alta, Utah at 10:00 A.M., and canvass the returns and declare the results of said election.

TOWN ELECTION (Selection of Judges) — Al Kapp motioned that the following judges be accepted for the election: Barbara Bannon, Chief Judge; Jeff Anderson; Marilyn Carey and Kate McElduff, Alternate. Chic Morton seconded. Motion carried with Barbara Bannon abstaining.

AGENDA

September 11, 1975

Approval of minutes

President's report

Treasurer's "

Sewer "

Bond for Culinary Water System & contract plus A95

Law Enforcement

Highway - Alta Central

Next meeting

Other business

Annexation of Albion Basin Properties

19M/112 JS

MINUTE F ALTA TOWN MEETING...SEPT. 11, 1975

Present: Bill Levitt, Barbara Bannon, Al Kapp, Chic Morton, Jim Shane, Wally Keller, Cheryl Williams, Jeff Anderson, Pete Black, Gene Huber, Kate McElduff, Gary Paxton, Suzanne Rowan, Ray Brown, Lynne Sprague, Stu Gardiner, Steve Stuart, Steve MacDonald

Meeting called to order at 10:15 a.m. at the Lift House.

President's Report: Salt Lake Chamber of Commerce gives support on Highway Dept. and snow removal. Mr. Levitt will attend a meeting with them. Regional Council has given us first priority on funding on title 10 funds for \$120,000 for culinary water system which will provide job opportunities. Federal Resources Committee has been researching the ammunition problem and has made recommendations and chance is good problem could be solved. League of Cities and Towns will be working with us on culinary water and we will work out a contractual agreement with them for town site and ordinance proposals. Mr. Levitt asks permission of Board to negotiate with County for share of B&C road funds. There is a technicality that we were not incorporated in 1970 (for consensus figures.) Funds could be used for highway. Mr. Levitt received a letter from Harry Gibbons requesting we find alternative to having sewage dumped at the bottom of the canyon which means we need a dump station here. Mr. Gibbons has approached the County, at our request, to see if they will help fund. The county has acted on this and approved the concept if there was a means of paying them back. Dr. Gibbons suggested that we set aside a percentage of fees collected from individuals to be turned over to the County. The contract calls for \$6,000 for the pad, we have asked county for \$15,500. Mr. Levitt has letter from Forest Service asking Town to comment on map set up by them for restrictions of off-road vehicles. Board members to look over map and let Mr. Levitt know if concept is ok.

Treasurers Report: Forego until next meeting. Gary Paxton asked what status of Neff's invoice to town is and if the town has any outstanding debts. We have not received \$11,000 from service area of Snowbird.

Sewer Report: Mr. Levitt has talked to Enoch Smith and got a bid. Pipe \$6,000 and drop manhole \$5,000 = \$11,000 for line. Snowbird accepted $\frac{1}{2}$ share of cost (Black Jack to pay 1/3 before connecting). Mr. Levitt suggests we go ahead with this. We should pay Mr. Smith \$20,000 now and on total owed. Chic Morton motions to pay Mr. Smith, Al Kapp seconded, motion carried. Mr. Gardiner will contact. Would like to authorize Mr. Smith to put in dumping station also. Stipulations for pad: 1) will be locking devise and remove during winter 2) no dumping unless town official or dept. representative there. 3) have a joing ordinance so no dumping at bottom of canyon. 4) establish fees...are being charged 3/4¢ at bottom of canyon, so charge town residents this amount and 2¢ for out of town residents, deduct 15% to county. Can estimate load capacity of scavenger for dumping. Gary Paxton will check on legality, we feel ordinance to be in order. Al Kapp motions to have this put into ordinance, Barbara Bannon seconded, motion carried. By-pass line is approved by everyone except Dick Sherwood. Forest Service needs copy of plans. Gary Paxton reports that Snowbird has easement for by-pass and letter has been given to Tom Larson who is handing it over to Jack Bonet. We should go ahead with Enoch Smith on change order.

Culinary Water System: Contract with Templeton, Linke & Assoc. has been gone over and necessary changes made, \$20,000 grant, for planning. Jim Shane motions to approve contract Al Kapp seconded, motion carried. Discussion. Planning commission, Forest Service, Health Dept. all concerned. Issue of water resources came up at League of Cities and Towns and the Governor reported that a problem was that of repayment. The water resources board will accept revenue bonds and recommends that small towns go for no interest loans that are available and payable over 20 years. These are set up by the State legislature. We are not obligated to use these bonds if not needed. Pete Black reports on bonds. If we get other funding we will not need to have these bonds, but need to have the option of being able to have the bonding power. Bonds are protective stance if no funding comes through.

20 m / 118 JS

Alta Town Minutes..Sept. 11

bonds will not be sold, they go to the State and there is no marketing or sales of bonds. Jim Shane motions to have bond election with November 4 election, Chic Morton seconded, motion carried. If we are funded by other programs we could also get funding with HUD, Mr. Levitt asks approval of Title 10 funds for \$120,000. Only had 5 days notice to submit now have to go back and resubmit through A95 review process. Al Kapp motions to resubmit, Jim Shane seconded, motion carried. Jeff Anderson will get copy of application to Ed Blainey.

Law Enforcement: Gene Huber thanks Jeff Anderson for help appropriating undercover car which we received for \$1.00. Patrolling will be cut down until winter, there will be patrolling on weekends. Gene Huber has been asked to attend a National Police conference in Denver as a delegate from Utah.

Justice of the Peace: Steve Stuart has a cabin in Albion basin and is interested in being our J.P., he is an attorney and concerned about the town. Statute says the he must be a town resident. Al Kapp, Barbara Bannon and Gene Huber will look into matter to find out details needed to have our own justice of the peace, he would be under the jurisdiction of the Town and not Salt Lake County. We would not be able to ticket in Little Cottonwood Canyon without contractual agreement with Salt Lake County.

Alta Central & Highway: Highway Dept. has indicated that they will have some new equipment and are considering rebuilding on the state garage. Board feels if they are going to do work on the building that we try and incorporate Alta Central into the building.

Albion Basin annexation: Steve Stuart represents residents of basin. Petitions were circulated about a year ago and were signed but never followed up. Territory needs to be contiguous to town limits. It is felt that Sugarloaf lift follows property lines of sub-divisions in Albion basin. There may be a 600 foot variance that the county has never cleared up. Residents in basin mentioned the need of a dumping pad and this is going to be done. Petition will be presented at next meeting. Board members to discuss. There is a small piece of Forest Service land in the way and Forest Service feels there is no problem with running boundary line through this piece. Property line does need to be established, once this is completed we shall notify Council of Governments.

Planning Commission: Steve MacDonald: School of Architecture will have 6th year students doir study and should give us some good ideas. Planning commission is responsible for coming up with a master plan and Mr. MacDonald feels we are looking at from \$6,000 to \$10,000 minimum for study. Board asks proposal to be submitted at next meeting. The Albion basin one-way road that the planning commission submitted was not acceptable so Chic Morton and Forest Service will come up with alternative.

Next meeting scheduled for October 2.

Jim Shane motions to adjourn meeting, Al Kapp seconded, motion carried at 12:20 pm.

Respectfully submitted,
Cheryl Williams, Town Clerk.

21/11/18 AS

EXHIBIT C

AUG 12 1976

APPROVED AS TO FORM
 Salt Lake City Attorney's Office
 Date 8/12/76
 By Re Montgomery

W. F. Higham
 CITY RECORDER

INTERGOVERNMENTAL AGREEMENT

WATER SUPPLY AGREEMENT SALT LAKE CITY TO ALTA CITY

THIS AGREEMENT made and entered into as of the 12th day of August, 1976, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter CITY, and ALTA CITY, a municipal corporation of the State of Utah, hereinafter ALTA.

WITNESSETH:

WHEREAS, Alta is a body corporate and politic of the State of Utah situated in Little Cottonwood Canyon, Salt Lake County, Utah established pursuant to the laws of the State of Utah for the purposes of furnishing municipal services, to the residents and developments within the boundaries of Alta City; and

WHEREAS, Alta represents that it is presently in compliance with the ordinances, rules and regulations of the Salt Lake City-County Health department and State and Federal regulatory agencies concerning sanitation water use and treatment, sewage disposal incident to the uses and developments and rules and regulations within the Salt Lake City watershed area; and

WHEREAS, City owns and/or controls the major portion of the primary waters of Little Cottonwood Canyon for the use and benefit of Salt Lake City residents, some of which, at this time, can be made available to Alta; and

WHEREAS, City and Alta desire to enter into an agreement for the supply of water to Alta in accordance herewith.

NOW, THEREFORE, in consideration of the premises, the parties

23m/118 JS

WHEREAS, City and Alta desire to enter into an agreement
supply of water to Alta in accordance herewith.

NOW, THEREFORE, in consideration of the premises, the parties
agree as follows:

1. City agrees to make available to Alta for its use, as herein-
after described, the normal flow of raw, untreated water, not to
exceed 265,000 gallons per day, emanating from either of the following
locations, to-wit:

24m/18 JS

Entrance to Bay City Mine

1500 feet more or less West, and 400 feet more or less South from the South East Corner Section 32 T.2S., R.3E., S.L.B. & M.

The vector of the tunnel is in a Northeasterly direction.

Alternate Point of Diversion above the Snake Pit on Little Cottonwood Creek.

200 feet more or less East and 2950 feet more or less South from the Southeast Corner Section 32, T.2S., R.3E., S.L.B. & M.

2. If the Agreement between City and Alta Peruvian Lodge and others, dated May 20, 1976, is not terminated within one year from the date on which Alta first begins using water hereunder, the maximum amount of water to which Alta is entitled under Article 1 hereof, shall be reduced thereafter by 150,000 gallons per day.

3. Alta agrees to construct or have constructed, from said water sources and diversion points to the various users of water intended to be served within the city limits, all necessary pipelines, facilities, fixtures and appurtenances thereof, all of which shall be acquired or constructed at the sole cost of Alta, and Alta shall maintain and repair the same together with any tanks, pumps or other equipment and facilities necessary or incidental to the movement and/or treatment of the water from said points of diversion to the various users within Alta's city limits.

25m/118 JS

4. City shall have no obligation whatsoever to Alta or any of its users, lessees, assigns or grantees with regard to the construction, maintenance or repair of said facilities, and Alta agrees that the same will, at all times, be so maintained and policed as to prevent loss or waste of water from the distribution system.

5. Alta will install at its sole cost and to City specifications, all necessary meters and shut off valves so that City can measure and control the amount of water used by Alta and agrees not to use or allow the use of any water through said system without said metering devices attached. Alta agrees to convey to City said valves and facilities from the source to said shut off valves and meters, and thereafter City shall maintain and/or replace the same to and including said shut off valves.

264/18 JS

1

6. City will at all times be provided with complete access to said facilities, valves and meters, and Alta agrees to obtain and deed to City all rights-of-way and easements deemed necessary for such access by City.

7. City shall, from time to time, read said meters and compute the amount of water used by Alta, which will be billed once each month at the then prevailing City water rates for water served inside City's limits as provided by the then current City ordinance. Alta agrees to pay said charge within 15 days after a statement is forwarded by City.

8. It is expressly understood and agreed that said pipelines shall not be extended to or supply water to any properties or facilities not within the present city limits of Alta without the prior written consent of City.

9. The uses of the water supplied hereunder shall be limited solely to domestic and commercial culinary purposes and uses incidental thereto, and it shall not be used for agricultural irrigation or sprinkling of any type.

10. Alta agrees to receive the water furnished hereunder by City "as is", with no representations by City as to quality or purity. City shall be under no obligation whatsoever to render said water fit or suitable for human consumption.

11. It is understood and agreed that City has prior statutory and

27M/118 JS

~~of normal consumption.~~

11. It is understood and agreed that City has prior statutory and contractual obligations to deliver water to its inhabitants, and its surplus water to firms and corporations in the canyon and elsewhere, and this Agreement is made only as to surplus waters in excess of City's needs and obligations, and if at any time and for any reason, in City's sole judgment, it is unable to furnish the water provided for by this Agreement, it may reduce the amount of water allowed hereunder or cancel and terminate this Agreement upon 30 days written notice by personally serving or mailing by certified or registered, written notice thereof to Alta City, at Alta, Utah, provided however, that the foregoing shall in no way prohibit City from assigning or transferring its obligations hereunder to another supplier or from making other arrangements for supplying water hereunder to Alta.

12. Alta recognizes City's need to protect its watershed and specifically agrees to be bound by and comply with all City water ordinances, applicable County ordinances, Salt Lake City-County Board of Health regulations and applicable State law. It is understood and agreed that City may immediately or after notice terminate this Agreement, without any liability whatsoever, for Alta's violation of any of the terms and conditions hereunder, or for Alta's failure or refusal within five (5) days after written notice to correct any Alta controlled or controllable condition violating, or to enforce violation against others within its city limits of, then in force City and/or County watershed ordinances or any sanitary regulation of the Salt Lake City-County Board of Health or State law.

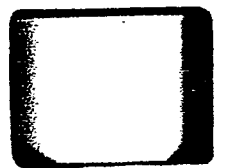
13. Alta agrees that until the EPA 208 Study is complete there will be no additional users of water added to the system beyond those now in existence to whom water service is presently contemplated.

14. Neither this Agreement nor the benefits nor obligations
are assignable by Alta without the prior written consent of

City.

15. Alta agrees to indemnify, save harmless and defend City, its agents and employees, from and against any and all suits, legal proceedings, claims, mechanics liens, demands, costs and attorney's fees arising out of or by reason of Alta's construction, replacement and maintenance of said water lines and attendant facilities and use of said water obtained hereunder. Alta further agrees to maintain in force at its own expense during the life of this Agreement, a comprehensive general liability insurance policy with additional coverage for contractual, completed operations and products liability in the minimum amounts of \$100,000/\$300,000 for bodily injury and \$50,000 for property damage, and naming City as an additional named insured for all risks involved hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to



be executed as of the day and year first above written.

SALT LAKE CITY CORPORATION

By Jed B. Wilson
MAYOR

ATTEST:

Mildred V. Higham
CITY RECORDER

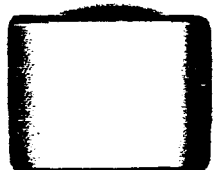
Town of ~~ALTA CITY~~

By William H. Felt
MAYOR

ATTEST:

[Signature]
CITY RECORDER
Acting Town Clerk

STATE OF UTAH)
 : ss.



3/14/118 JS

STATE OF UTAH)

: ss.

County of Salt Lake)

On the 12th day of August, 1976, personally appeared before me TED L. WILSON and MILDRED V. HIGHAM, who being by me duly sworn, did say that they are the MAYOR and CITY RECORDER, respectively of SALT LAKE CITY CORPORATION, and that said instrument was signed in behalf of said corporation by authority of a motion of its Board of Commissioners passed on the 12th day of August, 1976; and said persons acknowledged to me that said corporation executed the same.

Katherine L. Bannick
NOTARY PUBLIC, residing in
Salt Lake City, Utah

My Commission Expires:

1-8-79



32m/118 JS

EXHIBIT D

W. PAUL THOMPSON
ATTORNEY AT LAW
8238 SOUTH 700 EAST SUITE 201
POST OFFICE BOX 974
SANDY, UTAH 84091
TELEPHONE 801-488-2210
FACSIMILE 801-566-3116

November 22, 2002


Judith Maack
4326 White Way
Salt Lake City UT 84124

Dear Ms. Maack,

This is in response to your letter addresssed to Mayor Levitt dated October 9, 2002. As you are aware, because of the restrictions placed on the letter, Mayor Levitt did not receive it until just prior to our last Town Council meeting on November 14, 2002. He has asked me to respond to it.

As a property owner in the Cecret Lake Subdivision, your lot would qualify for a water connection. However, the Town is not obligated under any agreement, ordinance, or State statute to construct the water distribution facilities necessary to bring culinary water to your lot. These facilities currently do not exist.

Very truly yours,



W. Paul Thompson
Town Counsel

WPT:st

cc: Kate Black

*Declaration
return*

34 m / 118

PS

EXHIBIT E

October 9, 2002

Mayor William H. Levitt
Town of Alta
P. O. Box 8016
Alta, Utah 84092

Dear Mayor Levitt:

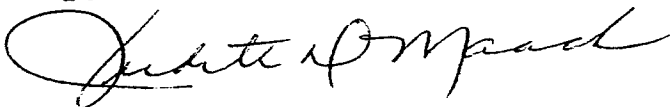
As a property owner in the Cecret Lake Subdivision, I qualify for water to be provided under the 1976 Water Agreement between the Town of Alta and Salt Lake City Corporation given that my property falls within the Town boundaries as of 1976.

I understand that it has been the customary practice of the Town of Alta, through its employee/agent John Guldner, to refer people seeking a building permit to Salt Lake City Corporation first in order to dodge the real issue of the Town of Alta providing water under the 1976 Agreement.

Therefore I am asking you, as the chief executive empowered with the most authority, to give me a written response for the Town of Alta to sell me 400 gallons per day (the current Salt Lake Valley Health Department requirement, Utah Administration Code R309-105-1 (1.2.6) 1997), to be provided to me under the following: 1. The 1976 Water Agreement; 2. The State of Utah Annexation Statute 417-(3); 3. The Town of Alta Annexation Ordinance; 4. Utah Code Annotated 10-2-401.

Please respond in writing at your earliest convenience.

Yours truly,



Judith D. Maack

original 10-9-02

364/118 JB

EXHIBIT F

December 4, 2002

**Mr. W. Paul Thompson
Attorney at Law
8238 South 700 East, Suite 201
Sandy, Utah 84091**

Dear Mr. Thompson:

This letter is in response to your letter of November 22, 2002 whereby you were responding, on the Mayor's behalf, to my request to Mayor Levitt for water in the Cecret Lake Subdivision. Since Mayor Levitt has asked you to respond to me directly, I am not clear whether the opinion you gave is his or yours. In any event, I shall continue to correspond with you, even though you have made it clear that you are an independent contracted attorney for the Town of Alta. With that in mind, however, I will copy Mayor Levitt on all correspondence between us from this point on.

I appreciate the acknowledgment that my lot in the Cecret Lake Subdivision does qualify for a water connection. I do take issue with your statement that "the Town is not obligated under any agreement, ordinance, or State statute to construct the water distribution facilities necessary to bring culinary water to your lot. These facilities currently do not exist." Also, please refer to paragraph two (2) of John Guldner's letter to me, dated October 4, 2002, whereby he states "The Town of Alta has no plans, nor any responsibility to extend the municipal sewer line to the Cecret Lake Subdivision. Extension of sewer and water services are the responsibility of the developer."

I would like to bring your attention to the 1976 Water Supply Agreement - Salt Lake City to Alta City (paraphrased):

"Whereas, Alta represents that it is presently in compliance with the ordinances, rules and regulations of the Salt Lake City-County Health Department and State and Federal regulatory agencies concerning sanitation water use and treatment, sewage disposal incident to the uses and developments and rules and regulations within the Salt Lake City watershed area; and"

See paragraph 3:

38m/118

JB

3. " Alta agrees to construct or have constructed, from said water sources and diversion points to the various users of water intended to be served within the city limits, all necessary pipelines, facilities, fixtures and appurtenances thereof, all of which shall be acquired or constructed at the sole cost of Alta, and Alta shall maintain and repair the same together with any tanks, pumps or other equipment and facilities necessary or incidental to the movement and/or treatment of the water from said points of diversion to the various users within Alta's city limits."

The 1976 Water Agreement document is quite lengthy as you know, but it is very clear as to the responsibilities the Town of Alta agreed to at that time, including the terms in paragraph 12 concerning watershed protection and watershed violation penalties. To ignore the importance of providing municipal services to all properties within its boundaries is clearly irresponsible on the part of the elected and/or appointed officials in the Town of Alta.

If for some reason you have not had an opportunity to read the 1976 Water Agreement, I am confident that Mayor Levitt will provide you with a copy. The document contains fifteen (15) paragraphs of pertinent information. I attempted to read part of it at the Town Council meeting in October when I was so rudely interrupted by Mr. Guldner, who, for some reason, did not want me to discuss the Water Agreement in public.

In any event, I look forward to your response concerning my water connection issue after you have read the 1976 Agreement. Additionally, please send me the necessary paperwork concerning application for a building permit.

Yours truly,



Judith D. Maack
Property Owner
Cecret Lake Subdivision

Home Address: 4326 White Way
Salt Lake City, Utah 84124

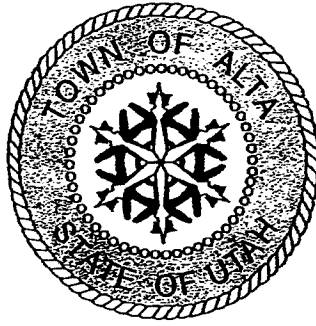
cc: Mayor William H. Levitt
Ms. Joanne Shrontz
Mr. Brian Farr
Mr. Tom Blonquist

3941/118



EXHIBIT G

MAYOR
WILLIAM H. LEVITT
TOWN COUNCIL
ROSALIE GALE
BILL LENNON
TOM POLLARD
JODY SHRONTZ



TOWN OF ALTA
P.O. BOX 8016
ALTA, UTAH
84092-8016
TEL. (801) 363-5105 / 742-3522
FAX. (801) 742-1006

October 4, 2002

Judith Maack
4326 White Way
Salt Lake City, Utah 84124

Dear Judith:

Thanks for your letter of September 29, 2002, and the suggestions therein. We appreciate your suggestion to post the notices on the website and we will look at doing that in the future. The Town would like to respond to your letter in the following points.

1. Notice for public hearings: There was no quorum of the Planning Commission at the public hearing, so no official Commission action was taken. However, the hearing was duly posted and published according to state law so while we will be having at least one additional meeting for the Planning Commission to address the plan before forwarding it on to the Town Council, we don't believe we have to have another public hearing. However, should the next meeting be a public hearing, the Town of Alta will post the appropriate notifications. The property owners have not been left out of the loop on the general plan. We have been discussing the general plan for over a year. Its status has been mentioned in the newsletter and numerous Town Council meetings during that time. Additionally the Town has received a number of comments and questions on the plan from property owners. As a small Town, we do all we can to notify people. Property owners must accept responsibility for keeping updated on Town business. Town business is all done out in the open and easy to track for anyone who wishes to take the time to become involved.
2. Sewer and water services: If you have sewer and water you may obtain a building permit if you are able to meet the zoning regulations. Those regulations limit height, construction on slopes over 30%, coverage of the net developable acreage of the property, set back from natural waterways and so forth. Those zoning regulations rarely prohibit construction, but must be taken into account for each individual lot. The Salt Lake Valley Health Department and the Salt Lake City Public Utilities Water Division would be the agencies that determine whether or not a full containment holding tank, as opposed to a sewer line, would be allowed for your area. The Town of Alta has no plans, nor any responsibility to extend the municipal sewer line to the Cecret Lake Subdivision. Extension of sewer and water services are the responsibility of the developer.


41m/1118 JS

3. Request for documents and maps: Copies of documents referenced in the General Plan, and maps, with the exception of the Froiseth's, were forwarded to your address in May of this year. Froiseth's map is available for review in this office, reproduction of this map would be too expensive to forward.

Finally, we would appreciate you designating one spokesperson for your lot in Cecret Lake subdivision. It is unreasonable that the Town staff be expected to respond to two or three sets of requests and demand for any one parcel or project. Please let us know if that representative will be you, Emily or Kevin. Frankly, to date you seem best suited for your parcel as you have the most history with it and are able to conduct yourself in a straightforward, yet civil manner. At any rat, please let this office know at your earliest convenience so as not to waste valuable time and effort on duplication.

Thanks for your interest. If you have any further questions please don't hesitate to contact me in the Town office.

Sincerely:


John H. Guldner
Town of Alta

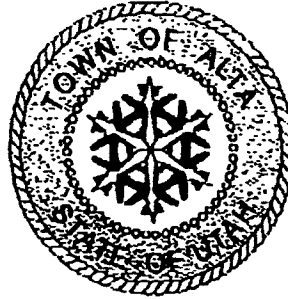
cc: Alta Town Council
Alta Planning Commission
W. Paul Thompson

Enclosures: Letter to the Town of Alta dated September 29, 2002 (Judith Maack)
Letter to the Town of Alta dated September 27, 2002 (Kevin Tolton)

42m/118 JS

EXHIBIT H

MAYOR
WILLIAM H. LEVITT
TOWN COUNCIL
ROSALIE GALE
BILL LENNON
TOM POLLARD
JODY SHRONTZ



TOWN OF ALTA
P.O. BOX 8016
ALTA, UTAH
84092-8016
TEL (801) 363-5105 / 742-3522
FAX (801) 742-1006

TOWN OF ALTA FACSIMILE

TO: Judith Maack

FROM: John Guldner

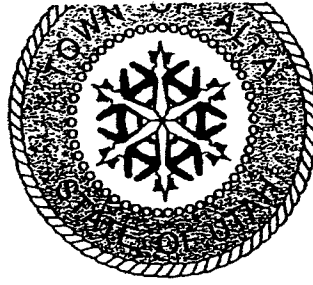
DATE/TIME: Wednesday, December 18, 2002

COMMENTS: Hi Judy:

Paul suggested I just re-send a copy of the water letter he sent you
in November.
John

EXHIBIT I

MAYOR
WILLIAM H. LEVITT
TOWN COUNCIL
ROSALEE GALE
BILL LENNON
TOM POLLARD
JODY SHRONTZ



TOWN OF ALTA
P.O. BOX 8016
ALTA, UTAH
84092-8016
TEL. (801) 363-5105 / 742-3522
FAX. (801) 742-1006

January 31, 2003

Gerry Bourke, L.E.H.S.
Environmental Quality Compliance Specialist
788 E. Woodoak Ln #120
Murray, Utah 84107-6379

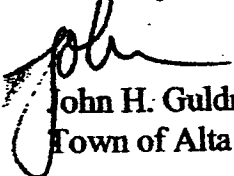
Re: Building Permits in Cecret Lake Subdivision

Dear Gerry:

The Cecret Lake Subdivision in Albion Basin is within the 1976 boundaries of The Town of Alta which would allow access to the Town's culinary water. However, no approved system currently serves that area. No system expansion was ever intended to serve the area when annexed by the Town in 1975. The landowners/developers would be entirely responsible for the installation of any such system. The Town of Alta would not begin building permit review until such time as the landowners/developers obtain approval from Salt Lake City for access to City. The landowners/developers would then have to engineer, design, provide easements for, construct, inspect etc. the actual line to the properties seeking a building permit. Until an approved water line exists to the property, any building permit review would be premature.

If you need any further clarification of the Town's policies or procedures, please don't hesitate to call me.

Sincerely:


John H. Guldner
Town of Alta

4641/118 JB

EXHIBIT J

ROY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY AND WATERWORKS
WATER RECLAMATION AND STORMWATER

ROSS C. "ROCKY" ANDERSON
MAYOR

April 8, 2003

Mayor Levitt
Town of Alta
P. O. Box 8016
Alta, Utah 84092-8016

Re: Water Supply to the Cecret Lake Subdivision

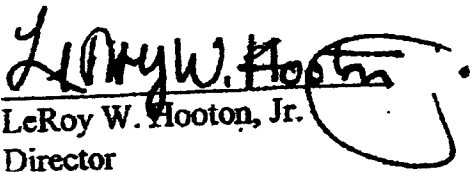
Dear Mayor Levitt:

It has recently come to our attention that certain individuals owning property in the Cecret Lake Subdivision have requested that the Town of Alta provide water to the subdivision. We have also seen a copy of a letter to Mrs. Judith Maack, drafted by the Town of Alta's legal counsel, Mr. Paul Thompson, in which Mr. Thompson concludes that the property owned in the Cecret Lake Subdivision qualifies for water under the 1976 water sales contract between Salt Lake City and the Town of Alta.

Please be advised that after careful review of the 1976 agreement, Salt Lake City does not believe that service to the Cecret Lake Subdivision is presently allowed. Paragraph 13 of the 1976 agreement states: "Alta agrees that until the EPA 208 Study is complete there will be no additional users of water added to the system beyond those now in existence to whom water service is presently contemplated." Salt Lake City does not believe water service to the Cecret Lake Subdivision was contemplated in 1976. In fact, the Town Council minutes for the annexation ordinance pursuant to which the subdivision was annexed into the Town in 1975 enumerated several municipal services to be provided. Water service was not included.

Please contact us if you have any questions.

Sincerely,


LeRoy W. Hooton, Jr.
Director

48m/118 JS

EXHIBIT K

FILE

Sent 3/21/92

LEROY W. HOOTON, JR.
DIRECTOR

E. TIM DOXEY
DEPUTY DIRECTOR

JAMES M. LEWIS C.P.A.
FINANCE ADMINISTRATOR

V. WILLIAMS FARMER P.E.
TREATMENT & ENVIRONMENTAL
ADMINISTRATOR

CHARLES CALL, JR. P.E.
CHIEF ENGINEER

CRAIG HANSEN
MAINTENANCE ADMINISTRATOR

FLORENCE P. REYNOLDS
WATER QUALITY ADMINISTRATOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
Water Supply & Waterworks
Water Reclamation & Stormwater

1530 SOUTH WEST TEMPLE
SALT LAKE CITY, UTAH 84115

DEEDEE CORRADINI
MAYOR

M E M O R A N D U M

TO: Anne Quinn, Administrative Assistant for
Intergovernmental Affairs

FROM: LeRoy W. Hooton, Jr., Director *LWH*

DATE: March 23, 1992

RE: ALBION BASIN

Background

In 1988, Mayor Leavitt approached Salt Lake City about his concerns over development within the Albion Basin. Specifically, he had a problem with a single family cabin that was being rented to skiers as it was a commercial establishment. Notwithstanding the commercial renting issue, Mayor Leavitt expressed his concern over the long term development of the Albion Basin.

There are three approved subdivisions in the Albion Basin with 21 homes built and 40 lots remaining to be built on. Also, there are various other parcels of private land that have development potential. Through Mayor Leavitt's efforts COG, the USFS and Salt Lake City all took positions that the Albion Basin should be protected and preserved for watershed.

Existing Water Contract for the Town of Alta

The Town of Alta receives its water supply through a 1976 surplus sales contract with Salt Lake City. The contract specifically states that the Town of Alta cannot expand its water system into areas outside of the Town's limits (at the time of the contract) without consent of Salt Lake City. On March 11, 1988, I confirmed that SLC would not approve any expansion of Alta's water system to serve the Albion Basin. Further, we agreed that the Albion Basin should be acquired as part of the City's Watershed Acquisition Plan.

SDM/118 *KS*

Albion Basin Water Service Contracts

The three Albion Basin subdivisions receive water service from the Little Cottonwood Water Company through separate contracts.

The three subdivisions are:

- 1) Cecret Lake Subdivision (limited to 50 gpd/lot)
- 2) Albion Basin Subdivision (limited to 50 gpd/lot)
- 3) Albion Alps Subdivision (no limit specified)

The Little Cottonwood Water Company was formed in 1911 and stock issued to various ditch companies and individuals using water from Little Cottonwood Creek. Their primary water rights were acquired by saving water in Little Cottonwood Creek by constructing the cutoff ditch amounting to 3.03 cfs. They have water rights in Red Pine Lake and Cecret Lake both located in Little Cottonwood Canyon. Salt Lake City has exchange agreements with many of the stockholders in the Company.

The Company entered into various water contracts between 1945 and 1981 and of particular concern were the contracts for lots in the Albion Basin. When this area was annexed into the Town of Alta, there was pressure for Alta to provide them culinary water as two of the Little Cottonwood Company contract's are limited in volume and under current health requirements insufficient to allow a building permit (requirement is now 400 gpd). The third contract with Albion Alps does not specify the amount of water, but the source of water dries up and does not provide adequate water to serve the lots.

Efforts to Purchase Albion Basin

In 1989 the Town of Alta made a study of the Albion Basin properties as part of an acquisition plan. The total appraised value amounted to \$2.8 million; however both Salt Lake City and the USFS could not accept the appraisals as public entities. We could only pay the valued amount (appraisal without sufficient water) not what the property owners felt their properties were worth. On several occasions when we have talked to property owners about purchasing their lots we have been far apart on the value.

Other efforts to acquire the Albion Basin were taken through the U.S. Congress Forest Service funds, National Land and Conservation funds and the Trust For Public Lands without success.

Salt Lake City Agrees to Take Over Little Cottonwood Water Company Water Sales Contracts

In 1990 as a means of controlling development in the Albion Basin and to protect the watershed the City agreed to take over from the Little Cottonwood Water Company all of its water sales contracts. Salt Lake

MEMORANDUM

Anne Quinn

March 23, 1992

Page -3-

City as a first class City has extraterritorial jurisdiction, federal legislation and the organization to enforce the terms of the contracts. At first we tried to dissolve the Little Cottonwood Water Company and take over its assets. This failed because of the City's exchange contracts. It was later decided to keep the company in tact, but have the water sales contracts conveyed to the City. We are currently in the process of completing the agreement between Salt Lake City and the Little Cottonwood Water Company to accomplish this. Once the City has the contracts we will require metering and further will not certify for water service for new building permits. We may have litigation over this issue as the property owners will disagree with our position. The City should acquire the contracts within the next several months.

Other Alternatives

Under the Central Utah Project Completion Act, Section 313(b) there is \$4 million for, among other things, land acquisition in the Albion Basin. Perhaps with the passage of this legislation funds will be available to purchase the property (including existing structures) in the Albion Basin. This assumes that the appraisal problem can be overcome.

LWH/db

cf: Brian Hatch

52m/118

JS

EXHIBIT L

LEROY W. HOOTON, JR.
DIRECTOR
WENDELL E. EVENSEN, P.E.
SUPERINTENDENT
WATER SUPPLY & WATERWORKS
E. TIM DOXEY
SUPERINTENDENT
WATER RECLAMATION
JAMES M. LEWIS, C.P.A.
CHIEF FINANCE &
ACCOUNTING OFFICER
GEORGE JORGENSEN, P.E.
CHIEF ENGINEER

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY & WATERWORKS
WATER RECLAMATION
1530 SOUTH WEST TEMPLE
SALT LAKE CITY, UTAH 84115

PALMER DePAULIS
MAYOR

September 15, 1989


Mr. Brian Gaulke
2559 East Wilmington Avenue
Salt Lake City, UT 84109

Dear Mr. Gaulke:

Your inquiry about the possibility of Alta City selling you water for commercial purposes has been reviewed by Ray Montgomery of the Salt Lake City Attorney's Office.

His opinion is that if Alta City elects to sell you water they may do so as long as the point where the water is delivered and the area that the water is used is within the Alta City limits of 1979.

Sincerely,


LEROY W. HOOTON, JR.
Director

ETD:mf/dt

EXHIBIT M

LEROY W. HOOTON, JR.
DIRECTOR

JOSEPH S. FENTON
SUPERINTENDENT, WATER RECLAMATION

WENDELL E. EVENSEN, P.E.
SUPERINTENDENT
WATER SUPPLY & WATERWORKS

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY & WATERWORKS
WATER RECLAMATION
1530 SOUTH WEST TEMPLE
SALT LAKE CITY, UTAH 84115

PALMER DEPAULIS
MAYOR

March 11, 1988

Mayor William Levitt
Town of Alta
Alta, Utah 84092

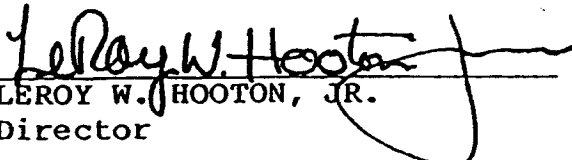
Dear Mayor Levitt:

We recognize that there are existing authorized uses of private property in the Albion Basin which are only cabins with intermittent use. We feel that any further expansion beyond this limited existing use, especially commercial development, would adversely affect water quality in Little Cottonwood Canyon and would not be consistent with Salt Lake City's Watershed Management Plan (the page applying specifically to Little Cottonwood Canyon is attached).

We wish to point out that, in our existing water supply contract with the Town of Alta (dated 1976), it specifically states that the Town of Alta cannot expand its water system into areas outside of the town limits (as defined at the time of the contract) without the consent of Salt Lake City. Our Department will certainly not approve any expansion of Alta's water system into the Albion Basin.

The Salt Lake City Watershed Management Plan, developed after extensive public meetings and input, and which is now being considered by the City Council, further indicates that much of the private land in Albion Basin should be acquired as part of Salt Lake City's Watershed Acquisition Plan to preserve water quality in Little Cottonwood Canyon.

Sincerely,


LEROY W. HOOTON, JR.
Director

WE/co
90:54

5641/118 JB

EXHIBIT N

bonds will not be sold, they go to the State and there is no marketing or sales of bonds. Jim Shane motions to have bond election with November 4 election, Chic Morton seconded, motion carried. If we are funded by other programs we could also get funding with HUD. Mr. Levitt asks approval of Title 10 funds for \$120,000. Only had 5 days notice to submit now have to go back and resubmit through A95 review process. Al Kapp motions to resubmit, Jim Shane seconded, motion carried. Jeff Anderson will get copy of application to Ed Blainey.

Law Enforcement: Gene Huber thanks Jeff Anderson for help appropriating undercover car which we received for \$1.00. Patrolling will be cut down until winter, there will be patrolling on weekends. Gene Huber has been asked to attend a National Police conference in Denver as a delegate from Utah.

Justice of the Peace: Steve Stuart has a cabin in Albion basin and is interested in being our J.P., he is an attorney and concerned about the town. Statute says the he must be a town resident. Al Kapp, Barbara Bannon and Gene Huber will look into matter to find out details needed to have our own justice of the peace, he would be under the jurisdiction of the Town and not Salt Lake County. We would not be able to ticket in Little Cottonwood Canyon without contractual agreement with Salt Lake County.

Alta Central & Highway: Highway Dept. has indicated that they will have some new equipment and are considering rebuilding on the state garage. Board feels if they are going to do work on the building that we try and incorporate Alta Central into the building.

Albion Basin annexation: Steve Stuart represents residents of basin. Petitions were circulated about a year ago and were signed but never followed up. Territory needs to be contiguous to town limits. It is felt that Sugarloaf lift follows property lines of sub-divisions in Albion basin. There may be a 600 foot variance that the county has never cleared up. Residents in basin mentioned the need of a dumping pad and this is going to be done. Petition will be presented at next meeting. Board members to discuss. There is a small piece of Forest Service land in the way and Forest Service feels there is no problem with running boundary line through this piece. Property line does need to be established, once this is completed we shall notify Council of Governments.

Planning Commission: Steve MacDonald: School of Architecture will have 6th year students doir study and should give us some good ideas. Planning commission is responsible for coming up with a master plan and Mr. MacDonald feels we are looking at from \$6,000 to \$10,000 minimum for study. Board asks proposal to be submitted at next meeting. The Albion basin one-way road that the planning commission submitted was not acceptable so Chic Morton and Forest Service will come up with alternative.

Next meeting scheduled for October 2.

Jim Shahe motions to adjourn meeting, Al Kapp seconded, motion carried at 12:20 pm.

Respectfully submitted,
Cheryl Williams, Town Clerk.

MINUTE F ALTA TOWN MEETING...SEPT. 11, 1975

Present: Bill Levitt, Barbara Bannon, Al Kapp, Chic Morton, Jim Shane, Wally Keller, Cheryl Williams, Jeff Anderson, Pete Black, Gene Huber, Kate McElduff, Gary Paxton, Suzanne Rowan, Ray Brown, Lynne Sprague, Stu Gardiner, Steve Stuart, Steve MacDonald

Meeting called to order at 10:15 a.m. at the Lift House.

President's Report: Saltlake Chamber of Commerce gives support on Highway Dept. and snow removal. Mr. Levitt will attend a meeting with them. Regional Council has given us first priority on funding on title 10 funds for \$120,000 for culinary water system which will provide job opportunities. Federal Resources Committee has been researching the ammunition problem and has made recommendations and chance is good problem could be solved. League of Cities and Towns will be working with us on culinary water and we will work out a contractual agreement with them for town site and ordinance proposals. Mr. Levitt asks permission of Board to negotiate with County for share of B&C road funds. There is a technicality that we were not incorporated in 1970 (for consensus figures.) Funds could be used for highway. Mr. Levitt received a letter from Harry Gibbons requesting we find alternative to having sewage dumped at the bottom of the canyon which means we need a dump station here. Mr. Gibbons has approached the County, at our request, to see if they will help fund. The county has acted on this and approved the concept if there was a means of paying them back. Dr. Gibbons suggested that we set aside a percentage of fees collected from individuals to be turned over to the County. The contract calls for \$6,000 for the pad, we have asked county for \$15,500. Mr. Levitt has letter from Forest Service asking Town to comment on map set up by them for restrictions of off-road vehicles. Board members to look over map and let Mr. Levitt know if concept is ok.

Treasurers Report: Forego until next meeting. Gary Paxton asked what status of Neff's invoice to town is and if the town has any outstanding debts. We have not received \$11,000 from service area of Snowbird.

Sewer Report: Mr. Levitt has talked to Enoch Smith and got a bid. Pipe \$6,000 and drop manhole \$5,000 = \$11,000 for line. Snowbird accepted $\frac{1}{2}$ share of cost (Black Jack to pay $\frac{1}{3}$ before connecting). Mr. Levitt suggests we go ahead with this. We should pay Mr. Smith \$20,000 now and on total owed. Chic Morton motions to pay Mr. Smith, Al Kapp seconded, motion carried. Mr. Gardiner will contact. Would like to authorize Mr. Smith to put in dumping station also. Stipulations for pad: 1) will be locking devise and remove during winter 2) no dumping unless town official or dept. representative there. 3) have a joing ordinance so no dumping at bottom of canyon. 4) establish fees...are being charged $\frac{3}{4}$ ¢ at bottom of canyon, so charge town residents this amount and 2¢ for out of town residents, deduct 15% to county. Can estimate load capacity of scavenger for dumping. Gary Paxton will check on legality, we feel ordinance to be in order. Al Kapp motions to have this put into ordinance, Barbara Bannon seconded, motion carried. By-pass line is approved by everyone except Dick Sherwood. Forest Service needs copy of plans. Gary Paxton reports that Snowbird has easement for by-pass and letter has been given to Tom Larson who is handing it over to Jack Bonet. We should go ahead with Enoch Smith on change order.

Culinary Water System: Contract with Templeton, Linke & Assoo. has been gone over and necessary changes made, \$20,000 grant, for planning. Jim Shane motions to approve contract Al Kapp seconded, motion carried. Discussion. Planning commission, Forest Service, Health Dept. all concerned. Issue of water resources came up at League of Cities and Towns and the Governor reported that a problem was that of repayment. The water resources board will accept revenue bonds and recommends that small towns go for no interest loans that are available and payable over 20 years. These are set up by the State legislature. We are not obligated to use these bonds if not needed. Pete Black reports on bonds. If we get other funding we will not need to have these bonds, but need to have the option of being able to have the bonding power. Bonds are protective stance if no funding comes through.

59 m/110 JS

AGENDA

September 11, 1975

Approval of minutes

President's report

Treasurer's "

Sewer "

Bond for Culinary Water System & contract plus A95

Law Enforcement

Highway - Alta Central

Next meeting

Other business

Annexation of Albion Basin Properties

60M/118 JS

ANNEXATION -- Steve Stuart, representing Cecret Lake Sub-Division, submitted their petition to the Town Board for annexation. Discussion was that before annexation was put to motion that a proper survey be taken. This is not necessary but should be done. Concerning a survey, it was suggested that Steve Stuart contact Forest Service and Stu Gardner, who did an original survey, to be of assistance. Mr. Levitt asked attorneys whether the town should have a survey made in order to eliminate any delay in future development. He also asked Town Board if it was agreeable to them if we request the Salt Lake County Planning Commission, which has \$75,000 in funds given them by the State of Utah for "Local Planning Assistance" to use some of these funds to establish proper town boundaries, etc. or whatever else is necessary.

Steve Stuart requested the Town Board to annex the property which is known as the Portion of Cecret #1 Lode Mining Claim embracing a portion of Township 3 South, Range 3 East, Salt Lake Base and Meridian in Albion Basin, Little Cottonwood Canyon. Motioned by Chic Morton, Al Kapp seconded.

Discussion: We, as a town, in accepting this annexation are not required to provide any services that we are not financially and economically able to do. We will provide services affordable ... police surveillance, useage of dump pad at a reduced rate and representation of property holders in county matters to protect the town and their interest.

Motion carried that we accept annexation -- 4 Members of Board accepted with 1 absent. Petition to be filed with the county to Ed Blaney, Council of Governments.

SEWER REPORT -- In the absence of Jim Shane, Jeff Anderson reports the by-pass line is under construction and should be completed within 2-3 weeks. No info on the dumping pad. Dr. Gibbons of Health Department has requested the county for funds to share the cost of the dumping pad and will try and get \$1,500. Chic Morton, representing the lift, stipulated that everything should be completed by November 1st in order not to obstruct the operation of their work.

At the request of Snowbird, specifications for the sewer line were worked out so that a uniform sewer system would be on file if needed. Stu Gardner checked them and found no objections. No motion made.

CULINARY WATER SYSTEM -- BOND ELECTION -- For the records, the Revenus Bond Ordinance Resolution was read by Mr. Levitt. Al Kapp voted for adoption of Bond Election as read, Barbara Bannon seconded. Motion carried with one member absent, Jim Shane.

Notice is further given that on Wednesday, the 5th day of November 1975, that by within 10 days after said election, the Town Board will meet at Alta Ski Lifts Company Office in Alta, Utah at 10:00 A.M., and canvass the returns and declare the results of said election.

TOWN ELECTION (Selection of Judges) -- Al Kapp motioned that the following judges be accepted for the election: Barbara Bannon, Chief Judge; Jeff Anderson; Marilyn Carey and Kate McElduff, Alternate. Chic Morton seconded. Motion carried with Barbara Bannon abstaining.

EXHIBIT O

62m/118 JS

AGREEMENT AND
WATER SUPPLY PERMIT
FOR SNOW MAKING

APR 28 1993

RECORDED

APR 27 1993

CITY RECORDER

THIS AGREEMENT is made and entered into as of APRIL 12 1993, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "the City", and ONNO WIERINGA, d/b/a/ ALTA SKI LIFTS COMPANY, hereinafter referred to as "Permittee".

WITNESSETH:

WHEREAS, Permittee is desirous of obtaining water solely for making snow at the Alta Ski Lift Resort in Little Cottonwood Canyon during the winter months; and

WHEREAS, the City owns and/or controls the major portion of the primary waters of Little Cottonwood Canyon, some of which may be made available to Permittee subject to the foregoing and following; and

WHEREAS, the City recently enacted a City ordinance allowing water sales for snow making in Little Cottonwood Canyon; and

WHEREAS, the City and Permittee desire to enter into an agreement for the supply of water for snow making in accordance herewith;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereof, the parties agree as follows:

1. The City agrees, for ten (10) years from the date hereof, to supply up to five million (5,000,000) gallons of water annually, if available, from the below-described sources, so long as the removal of said water from the diversion point does not interfere with the rights of others, solely for snow making by Permittee during the months of October through December of each year. Permittee shall provide and use water recording and measuring devices approved by the City's Director of Public Utilities ("the Director") or his designee. Permittee shall report in writing to the Director the amounts taken from each source annually within thirty (30) days from December 30 of each year during the term. Said water shall be the normal flow of raw, untreated water emanating from the following points of diversion in Salt Lake County, to-wit:

Water sources located in Township 3 South, Range 3 East, Salt Lake Base and Meridian.

Water Source No. 1: Little Cottonwood Creek, near Jump Hill, elevation 8550', in North East Quarter of Section 5, 1150' East and 700' North from center of Section 5.

6341118 JS

60022

Water Source No. 2: Hecla Mine Tunnel, approximate elevation 8600', in South West Quarter of Section 5, 950' West and 300' South from the center of Section 5.

Water Source No. 3: Quincy Mine Tunnel, approximate elevation 8600', in South West Quarter of Section 5, 350' West and 500' South from the center of Section 5.

Water Source No. 4: Cecret Lake, approximate elevation 9850' in the South West Quarter of Section 9, 550' East 900' South from the West Quarter Corner of Section 9.

2. Permittee shall obtain all permits and easements necessary to cross or use property of others hereunder.

3. Said water shall be taken only during years experiencing late or short snowfall between said months of October through December. In no event shall such water taken and used for making snow be laid down on more than eighteen (18) acres of Permittee's owned or leased land.

4. Permittee agrees to construct or have constructed, from said water diversion point to the site for snow making on Permittee's property, all necessary pipelines, facilities, fixtures and the appurtenances thereof, including a meter and turnoff valve located and housed all to City's specifications, all of which shall be acquired or constructed at the sole cost of Permittee. Permittee shall maintain and repair the same (except the meters and meter valves), together with any tanks, pumps, or other equipment and facilities necessary or incidental to the movement of the water from said points of diversion to said site. When completely installed, Permittee shall convey the meter(s) and valve(s), and provide access thereto, to the City, and the City shall thereafter maintain said meter(s) and valve(s). The City shall have no other obligation whatsoever to Permittee with regard to the construction, maintenance, or repair of said facilities, and Permittee agrees that its facilities will at all times be so maintained so as to prevent loss or waste of water.

5. It is expressly understood and agreed that said pipelines shall not be extended to supply any other properties or facilities or used for any other purpose (s) other than those specifically contemplated hereby without the prior written consent of the City.

6. Permittee shall make any Change Application or other filings required with the State Engineer for this water. Such filings shall be in the City's name and at Permittee's expense. This Agreement shall be subject to any final decision of the State Engineer or a court having jurisdiction.

7. The City shall read said meter(s) on or about October 1st and December 31st of each year and bill Permittee for

64 M/118 JS

eighteen percent (18%) of all water passing through said meter(s) at the same rate(s) per cubic foot of water used as the City charges its residents. Permittee shall pay the greater of either said rate or Two Hundred and No/100ths Dollars (\$200.00), annually, for said water. Said bill must be paid within fifteen (15) days of its date. Permittee agrees to pay the City's attorney's fees and costs for collection thereof.

8. The City will at all times be provided complete access to said valve(s) and meter(s). City shall have the right without liability to shut off said water or to terminate this Agreement for nonpayment of any yearly sum for such water if not paid on or before each monthly due date.

9. The uses of the water supplied hereunder shall be limited solely to snow making and shall not be used for any other purpose.

10. Permittee will receive the water furnished hereunder "as is", with no representations by the City as to quantity available, quality or purity. The City shall be under no obligation to render said water fit or suitable for human consumption or other use.

11. It is understood and agreed that the City has obligations to deliver water to the inhabitants, firms and corporations in Salt Lake City and elsewhere, and this Agreement is made only as to surplus waters in excess of the City's other needs and obligations. If at any time and for any reason in the City's sole judgment, the City is unable or chooses for any reason not to furnish the water provided for by this Agreement, it may cancel and terminate this Agreement upon thirty (30) days prior written notice by personally serving or mailing by certified or registered mail to Permittee at ALTA PO Box 8007, or such other address as Permittee shall designate in writing to the City.

12. It is understood and agreed that the City may terminate its obligations hereunder immediately for Permittee's violation of any of the terms and conditions hereof or for the violation of any State or City water or watershed ordinance or any sanitary regulations of the Salt Lake City-County Board of Health in effect at the time of such violation. The City may, at its sole option, and after written request for permission, allow Permittee to cure any violations occurring hereunder within a reasonable time after it received notice of such violations.

13. This Agreement is not assignable by Permittee without the prior written consent of the City.

14. Permittee agrees to indemnify, save harmless and defend the City, its agents and employees, from and against all claims, mechanics liens, damages, demands, actions, costs and charges.

including attorney's fees, arising out of or by reason of the construction, maintenance, use or attempted use of the improvements herein contemplated, or out of Permittee's use, non-use or attempts to obtain use of water to be furnished hereunder.

15. This Agreement constitutes the entire agreement between the parties and it cannot be altered except through a written instrument which is signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

RECORDED

APR 27 1993

CITY RECORDER

ATTEST:

Christine Meeker
CHIEF DEPUTY CITY RECORDER

SALT LAKE CITY CORPORATION

By Deedee Chad
MAYOR



ONNO WIERINGA, d/b/a
ALTA SKI LIFTS COMPANY

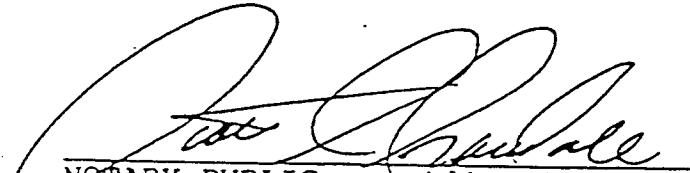
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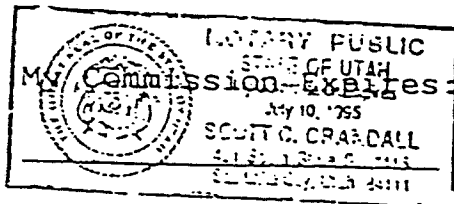
By Onno Wieringa
ONNO WIERINGA

STATE OF UTAH)
 : ss.
County of Salt Lake)

On APR 27 1993, personally appeared before me

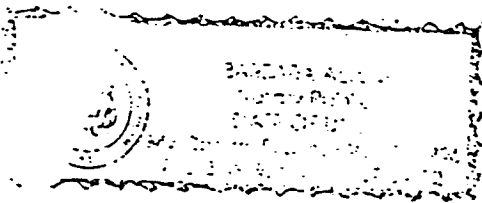
DEEDEE CORRADINI and Christine Munk, who being by me
duly sworn, did say that they are the MAYOR and CHIEF DEPUTY CITY
RECORDER, respectively, of SALT LAKE CITY CORPORATION, and said
persons acknowledged to me that said corporation executed the
same.

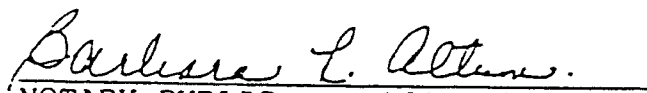

NOTARY PUBLIC, residing in
Salt Lake County, Utah



STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 12th day of April, 1993, personally
appeared before me ONNO WIERINGA, d/b/a ALTA SKI LIFTS COMPANY,
the signer of the foregoing instrument, who duly acknowledged to
me that he executed the same.




NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

28 Oct 96

RLM:rc

AGREEMENT AND
WATER SUPPLY PERMIT
FOR SNOW MAKING

RECORDED
APR 27 1993
CITY RECORDER

THIS AGREEMENT is made and entered into as of APRIL 12 1993, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "the City", and ONNO WIERINGA, d/b/a/ ALTA SKI LIFT COMPANY, hereinafter referred to as "Permittee".

O.W.

WITNESSETH:

WHEREAS, Permittee is desirous of obtaining water solely for making snow at the Alta Ski Lift Resort in Little Cottonwood Canyon during the winter months; and

WHEREAS, the City owns and/or controls the major portion of the primary waters of Little Cottonwood Canyon, some of which may be made available to Permittee subject to the foregoing and following; and

WHEREAS, the City recently enacted a City ordinance allowing water sales for snow making in Little Cottonwood Canyon; and

WHEREAS, the City and Permittee desire to enter into an agreement for the supply of water for snow making in accordance herewith;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereof, the parties agree as follows:

1. The City agrees, for ten (10) years from the date hereof, to supply up to five million (5,000,000) gallons of water annually, if available, from the below-described sources, so long as the removal of said water from the diversion point does not interfere with the rights of others, solely for snow making by Permittee during the months of October through December of each year. Permittee shall provide and use water recording and measuring devices approved by the City's Director of Public Utilities ("the Director") or his designee. Permittee shall report in writing to the Director the amounts taken from each source annually within thirty (30) days from December 30 of each year during the term. Said water shall be the normal flow of raw, untreated water emanating from the following points of diversion in Salt Lake County, to-wit:

Water sources located in Township 3 South, Range 3 East, Salt Lake Base and Meridian.

Water Source No. 1: Little Cottonwood Creek, near Jump Hill, elevation 8550', in North East Quarter of Section 5, 1150' East and 700' North from center of Section 5.

68 M 1118 JS

Water Source No. 2: Hecla Mine Tunnel, approximate elevation 8600', in South West Quarter of Section 5, 950' West and 300' South from the center of Section 5.

Water Source No. 3: Quincy Mine Tunnel, approximate elevation 8600', in South West Quarter of Section 5, 350' West and 500' South from the center of Section 5.

Water Source No. 4: Cecret Lake, approximate elevation 9850' in the South West Quarter of Section 9, 550' East 900' South from the West Quarter Corner of Section 9.

2. Permittee shall obtain all permits and easements necessary to cross or use property of others hereunder.

3. Said water shall be taken only during years experiencing late or short snowfall between said months of October through December. In no event shall such water taken and used for making snow be laid down on more than eighteen (18) acres of Permittee's owned or leased land.

4. Permittee agrees to construct or have constructed, from said water diversion point to the site for snow making on Permittee's property, all necessary pipelines, facilities, fixtures and the appurtenances thereof, including a meter and turnoff valve located and housed all to City's specifications, all of which shall be acquired or constructed at the sole cost of Permittee. Permittee shall maintain and repair the same (except the meters and meter valves), together with any tanks, pumps, or other equipment and facilities necessary or incidental to the movement of the water from said points of diversion to said site. When completely installed, Permittee shall convey the meter(s) and valve(s), and provide access thereto, to the City, and the City shall thereafter maintain said meter(s) and valve(s). The City shall have no other obligation whatsoever to Permittee with regard to the construction, maintenance, or repair of said facilities, and Permittee agrees that its facilities will at all times be so maintained so as to prevent loss or waste of water.

5. It is expressly understood and agreed that said pipelines shall not be extended to supply any other properties or facilities or used for any other purpose (s) other than those specifically contemplated hereby without the prior written consent of the City.

6. Permittee shall make any Change Application or other filings required with the State Engineer for this water. Such filings shall be in the City's name and at Permittee's expense. This Agreement shall be subject to any final decision of the State Engineer or a court having jurisdiction.

7. The City shall read said meter(s) on or about October 1st and December 31st of each year and bill Permittee for

18
eighteen percent (18%) of all water passing through said meter(s) at the same rate(s) per cubic foot of water used as the City charges its residents. Permittee shall pay the greater of either said rate or Two Hundred and No/100ths Dollars (\$200.00), annually, for said water. Said bill must be paid within fifteen (15) days of its date. Permittee agrees to pay the City's attorney's fees and costs for collection thereof.

8. The City will at all times be provided complete access to said valve(s) and meter(s). City shall have the right without liability to shut off said water or to terminate this Agreement for nonpayment of any yearly sum for such water if not paid on or before each monthly due date.

9. The uses of the water supplied hereunder shall be limited solely to snow making and shall not be used for any other purpose.

10. Permittee will receive the water furnished hereunder "as is", with no representations by the City as to quantity available, quality or purity. The City shall be under no obligation to render said water fit or suitable for human consumption or other use.

11. It is understood and agreed that the City has obligations to deliver water to the inhabitants, firms and corporations in Salt Lake City and elsewhere, and this Agreement is made only as to surplus waters in excess of the City's other needs and obligations. If at any time and for any reason in the City's sole judgment, the City is unable or chooses for any reason not to furnish the water provided for by this Agreement, it may cancel and terminate this Agreement upon thirty (30) days prior written notice by personally serving or mailing by certified or registered mail to Permittee at ALTA PO Box 8007, or such other address as Permittee shall designate in writing to the City.

12. It is understood and agreed that the City may terminate its obligations hereunder immediately for Permittee's violation of any of the terms and conditions hereof or for the violation of any State or City water or watershed ordinance or any sanitary regulations of the Salt Lake City-County Board of Health in effect at the time of such violation. The City may, at its sole option, and after written request for permission, allow Permittee to cure any violations occurring hereunder within a reasonable time after it received notice of such violations.

13. This Agreement is not assignable by Permittee without the prior written consent of the City.

14. Permittee agrees to indemnify, save harmless and defend the City, its agents and employees, from and against all claims, mechanics liens, damages, demands, actions, costs and charges,

including attorney's fees, arising out of or by reason of the construction, maintenance, use or attempted use of the improvements herein contemplated, or out of Permittee's use, non-use or attempts to obtain use of water to be furnished hereunder.

15. This Agreement constitutes the entire agreement between the parties and it cannot be altered except through a written instrument which is signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

RECORDED

APR 27 1995

CITY RECORDER

ATTEST:

Christine Meeker
CHIEF DEPUTY CITY RECORDER

SALT LAKE CITY CORPORATION

By *Debbie Conrad*
MAYOR

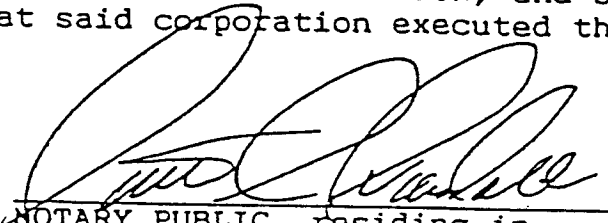


ONNO WIERINGA, d/b/a
ALTA SKI LIFT COMPANY
o.w.

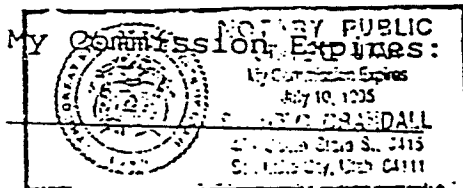
By *Onno Wieringa*
ONNO WIERINGA

STATE OF UTAH)
 : ss.
County of Salt Lake)

On APR 27 1993, personally appeared before me
DEEDEE CORRADINI and Christine Wacker, who being by me
duly sworn, did say that they are the MAYOR and CHIEF DEPUTY CITY
RECORDER, respectively, of SALT LAKE CITY CORPORATION, and said
persons acknowledged to me that said corporation executed the
same.

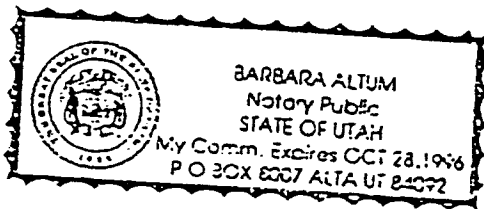


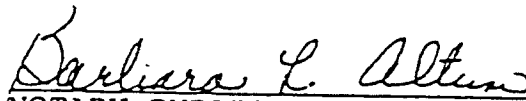
NOTARY PUBLIC, residing in
Salt Lake County, Utah



STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 12th day of April, 1993, personally
appeared before me ONNO WIERINGA, d/b/a ALTA SKI LIFTS COMPANY,
the signer of the foregoing instrument, who duly acknowledged to
me that he executed the same.





NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

28 Oct 93

RLM:rc

EXHIBIT P

73 m/110 JS

LEROY W. HOOTON, JR.
 DIRECTOR
 WENDELL E. EVENSEN, P.E.
 SUPERINTENDENT
 WATER SUPPLY & WATERWORKS
 E. TIM DOXEY
 SUPERINTENDENT
 WATER RECLAMATION
 JAMES M. LEWIS, C.P.A.
 CHIEF FINANCE &
 ACCOUNTING OFFICER
 GEORGE JORGENSEN, P.E.
 CHIEF ENGINEER

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
 WATER SUPPLY & WATERWORKS
 WATER RECLAMATION
 1530 SOUTH WEST TEMPLE
 SALT LAKE CITY, UTAH 84115

PALMER DEPAULIS
 MAYOR

December 14, 1988

Mayor William Levitt
 Town of Alta
 Alta, Utah

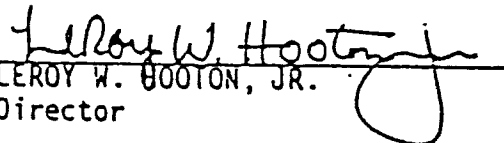
Dear Mayor Levitt:

Permission is hereby granted for the Town of Alta to use water for snow making within the City limits of the town of Alta.

This consent is for snow making only and is subject to the terms and conditions of the water supply agreement between Salt Lake City and the Town of Alta dated August 12, 1976.

If you have any questions, please call E. T. Doxey of this office at 483-6767.

Very truly yours,


 LEROY W. HOOTON, JR.
 Director

ETD/srb
 Attachment

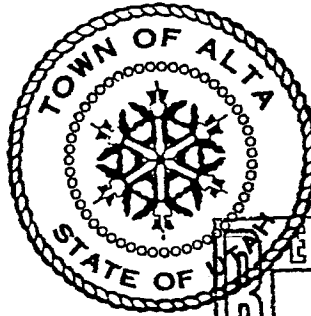
65-32-2

H000462

74 m/118 JS

EXHIBIT Q

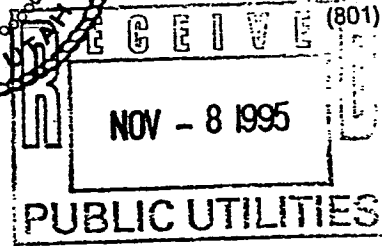
MAYOR
WILLIAM H. LEVITT
TOWN COUNCIL
TIMOTHY R. EVENDEN
JARED HIGGINS
TOM POLLARD
JODY SHRONTZ



TOWN OF ALTA

P.O. BOX 8016
ALTA, UTAH
84092-8016

(801) 363-5105/742-3522



FILE

November 7, 1995

E.T. Doxey
Deputy Director
Department of Public Utilities
1530 South West Temple
Salt Lake City, Utah 84115

Dear Mr. Doxey,

Pursuant to our phone conversation of last week, I am enclosing for your files a copy of the letter from Bush and Gudgell along with attachments. Included with this letter is a map which is site specific on the Alpenglow location relative to the original town incorporation limits established in 1970. That same boundary was incorporated into the original water supply agreement between the Town of Alta and Salt Lake City Corporation.

We appreciate your time and effort on this matter and should you require any additional information, please don't hesitate to contact me in the Town Office.

Thank you.

Sincerely,

Kate Black
Town Clerk
Town of Alta

cc: Onno Wieringa, General Manager, Alta Ski Lifts
Russ Harmer, Alta Ski Lifts

76 m / 110 JS



BUSH & GUGGELL, INC.
Engineers • Planners • Surveyors
555 South 300 East
Salt Lake City, Utah 84111
(801) 364-1212
FAX (801) 364-1225

September 29, 1995

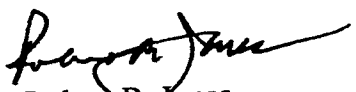
Russ Harmer
ALTA Ski Lift Co.
Alta, Utah 84092

Dear Russ:

Please be advised that I have check the description of Alpenglw Shelter property to see if it is located within the town boundary of Alta the same is described in the August 1970 resolution for incorporation of said town of Alta.

I find that the Alpenglw property is within the boundary of the town of Alta.

Yours truly,


Robert B. Jones
Utah R.L.S. No. 127636

77 m/118 JS

A parcel of land starting at corner number 2 of the L.H.C. mining claim #5095 which bears N. $19^{\circ}10'$ E., 4993.8 feet to the south $\frac{1}{4}$ corner of Section 32, T. 2 S., R. 3 E., SLB&M; thence S. $74^{\circ}39'$ W., 150 feet; thence N. $17^{\circ}21'$ E., 150 feet; thence N. $74^{\circ}39'$ E., 150 feet; thence S. $17^{\circ}21'$ W., 150 feet to point of beginning for the purpose of operating and maintaining a public shelter with, but not limited to, such services and facilities as lunch counters, eating areas, sun deck, lobby and public restrooms.

.520 acres

12. New Watson Shelter Water Collection System and Water Transmission Line

A right-of-way, 10 feet in width, five feet each side of centerline starting at an unnamed spring in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 8, T. 3 S., R. 3 E., SLB&M; thence on a meander line proceeding northwest, west, and north 1995.0 feet, more or less, to the east boundary of special use permit area of the New Watson Shelter, for the operation and maintenance of a water collection system and buried water transmission line to serve said shelter.

.460 acres

13. Alpenglow Shelter, Water Collection System, Water Transmission Line, Sewerline and Drain Field

A parcel of land, located in the NW $\frac{1}{4}$, Section 9, T. 3 S., R. 3 E., SLB&M, including a tract of land 49 feet by 67.5 feet, starting at a point 49.7 feet south and 1658.0 feet west of the NE $\frac{1}{4}$ corner, Section 9, T. 3 S., R. 3 E., SLB&M for the operation and maintenance of a public shelter, including but not limited to, food service, restrooms and the sale of skiing accessories; a right-of-way for a water collection system and water transmission line, 10 feet in width, 5 feet each side of centerline and approximately 698.78 feet in length; a right-of-way for a sewage disposal line and drain field, 12 feet wide, 6 feet each side of centerline and approximately 171 feet in length; The developments more specifically detailed on the plat designated "Sugarloaf Shelter", dated October 1968, prepared by Bush and Guggell, Inc., and on file in the Office of the Forest Supervisor, Salt Lake City, Utah.

.280

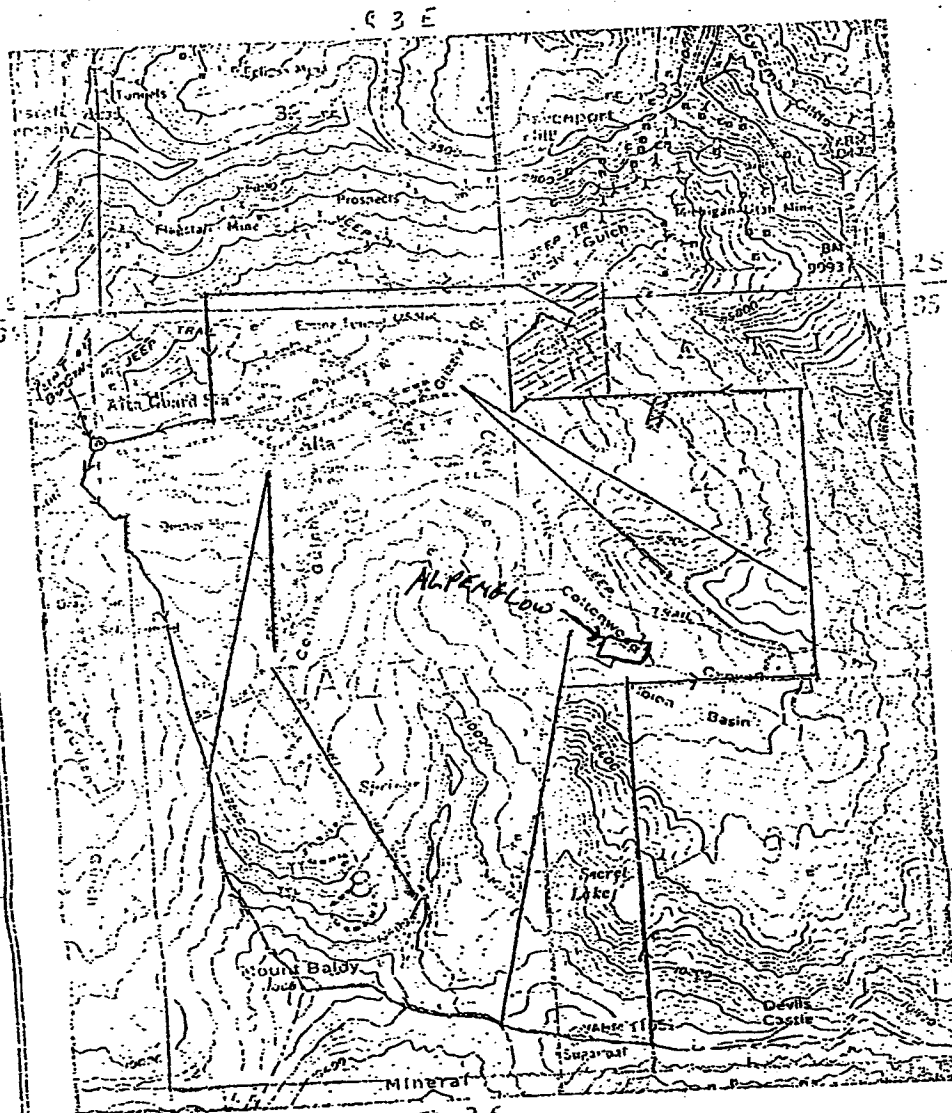
14. Albion Ticket Office

A plat of land, 12 feet by 12 feet, located in the NE $\frac{1}{4}$, Section 5, T. 3 S., R. 3 E., SLB&M and north and west approximately 60 feet from the lower terminal of the Sunnyside and Albion Ski Lifts for the operation

78 m/118 JS

EXHIBIT "B"
(AMENDED)

A plan of proposed incorporated town of ALTA, Salt Lake County, Utah.



EDWIN GODDE GIBBS
ATTORNEY AT LAW
ALTA PERUVIAN LODGE, ALTA, UTAH 84070
ALTA 642-0101 • SALT LAKE (801) 322-0322
PHONE ALTA 642-0101

R 3 E
Salt Lake Base & MERIDIAN

NOTE:

ACCESS LIMITED

79 m/118

AS

LEROY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY AND WATERWORKS
WATER RECLAMATION AND STORMWATER

REC
10-27-95
CALLED ON THE
SAME
DEEDEE CORRADINI
MAYOR
Will call back

October 20, 1995

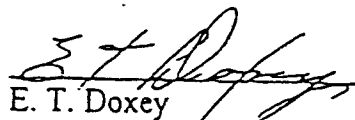
Kate Black
Town Clerk
Town of Alta
P. O. Box 8016
Alta, Utah 84092-8016

Re: Alpenglow Hookup to Town System

Dear Kate:

We have reviewed the request for Alpenglow to connect to the Alta water system. Their request will be permitted subject to Alta Ski Lifts having their water sales agreement with Salt Lake City amended to provide the Town of Alta water supply to supply supplemental water to the restaurant. The connection of the two water supplies will need to be approved by Salt Lake County Health Department and the water delivered from the Alta City water system will need to be metered. We are requesting the Salt Lake City Attorney's office to prepare an amendment to the agreement for Alta Ski Lifts.

Sincerely,


E. T. Doxey
Deputy Director

10-30

ETD:kg

cc: Al Tunbridge
Chris Bramhall
File

CALLED TOWN:
The contract the Alpenglow has
with SLU on the spring needs to
be amended to reflect that Alpenglow
will be getting water from another
source as well as the spring.
Must meter our connection

KB

H000517

80 m/118 B

Rec
9.27.95

Al Tunbridge
Alta Ski Lifts
Alta, Utah

Leroy Hooten

R.e. Proposal for the Alpenlow water system

The Alpenlow water system is a spring fed collection system, that is in need of more sources. The expansion of the lodge has increased the demand on the system. The problem with the springs in the area is that they dry up in late winter. What we would like to do to supplement and upgrade this system is to run a small water line from the Vehicle Maintenance shop in the Albion Parking Lot up to the Alpenglw restuarant. We would run this line up through an existing conduit.

It would be a 1 inch line with a pressure pump to pump up to the elevation of the Alpenglw. We would then install a float switch system to regulate the pump at the holding tanks. This would only supplement the system in the late winter or slow spring period. Supplementing the system with town water would create a more dependable and secure water system for the long term needs of the lodge. We would like to install this system this fall, to avoid any water problems this winter

Al Tunbridge
Mountain and vehicle operations

H000512

81 m / 118 AS

EXHIBIT R

82M / 112 AS

SLC Agreement

LEROY W. HOOTON, JR.
DIRECTOR

E. TIM DOXEY
DEPUTY DIRECTOR

JAMES M. LEWIS C.P.A.
FINANCE ADMINISTRATOR

W. WILLIAMS FARMER P.E.
TREATMENT & ENVIRONMENTAL
ADMINISTRATOR

CHARLES CALL, JR. P.E.
CHIEF ENGINEER

CRAIG HANSEN
MAINTENANCE ADMINISTRATOR

FLORENCE P. REYNOLDS
WATER QUALITY ADMINISTRATOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES

Water Supply & Waterworks
Water Reclamation & Stormwater

1530 SOUTH WEST TEMPLE
SALT LAKE CITY, UTAH 84115

DEEDEE CORRADINI
MAYOR

RECEIVED SALT LAKE RANGER DISTRICT		
AUG 17 1992		
	Info	Action
DFR		
SSB		
Resource Clerk		
Receipt Clerk		
RESOURCE STAFF		
Fire		
SUMMER REC STAFF		
Maintenance		
Protection		
Trails		
WINTER REC STAFF		
Winter Tech		
Destroy After Flooding		

August 12, 1992

Mr. Michael Sieg
District Ranger
Salt Lake Ranger District
6944 South 3000 East
Salt Lake City, Utah 84121

Re: Water Supply Permit and Agreement

Dear Mr. Sieg:

Enclosed for your file is the original document for the above-noted transaction that has been signed in behalf of Salt Lake City by the Mayor and City Recorder.

If you have any further questions please feel free to contact Mr. Tim Doxey.

Sincerely,

Leroy W. Hooton Jr.
LEROY W. HOOTON, JR.
Director

/kg
cf: File

83 m/118

WATER SUPPLY PERMIT
AND AGREEMENT

RECORDED

AUG 04 1992

THIS AGREEMENT is made and entered into as of CITY RECORDER
JUNE 26, 1992, by and between SALT LAKE CITY CORPORATION,
a municipal corporation of the State of Utah, hereinafter "City",
and THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE,
with offices at 125 South State Street, Salt Lake City, Utah
84138, hereinafter "Permittee".

WITNESSETH:

WHEREAS, Permittee is desirous of obtaining water from City
for recreational use on certain National Forest land located in
Millcreek, Big Cottonwood and Little Cottonwood Canyons; and

WHEREAS, Permittee represents that Permittee is presently in
and will maintain compliance with the ordinances, rules and
regulations of the Salt Lake City-County Health Department, Salt
Lake County and State and Federal regulatory agencies concerning
sanitation incidental to the uses of such water for recreational
development within said canyons; and

WHEREAS, City owns and/or controls certain water within said
canyons, some of which may be made available to Permittee subject
to the following.

NOW, THEREFORE, in consideration of the mutual promises,
terms and conditions hereof the parties agree as follows:

1. WATER COST AND VOLUME. City agrees for the sum of
\$55.00 per year, for each of the ten water sources designated on
the first page of Exhibit "A" attached, a total of \$550 in
advance, said amount may be adjusted from time to time for such

84M/118

85

service by the Director of Public Utilities, payable yearly in advance, to make available to Permittee for use for recreational purposes only within the areas and solely for Forest Service recreational purposes at the locations designated in Exhibit "A", up to but not exceeding 12,000 gallons per month of the normal flow of raw, untreated water emanation from the locations in Salt Lake County shown for each of the ten locations shown on said Exhibit "A". Any other Forest Service areas in said canyons requiring water will require additional water supply agreements with the City.

2. FACILITIES. Permittee agrees to construct or have constructed, from said water source and diversion point to the sites for water intended to be served, all necessary pipelines, facilities, fixtures and the appurtenances thereof, all of which shall be acquired or constructed at the sole cost of Permittee, and Permittee shall maintain and repair the same, together with any tanks, pumps, or other equipment and facilities necessary or incidental to the movement of the water from said point of diversion to said sites. All said facilities shall be installed and maintained in accordance with the regulations of and approved by the Salt Lake City-County Health Department. City shall have no other obligation whatsoever to Permittee in regard to the construction, maintenance, or repair of said facilities, and the Permittee agrees that Permittee's facilities will at all times be so maintained so as to prevent loss or waste of water. All pipelines shall be constructed to include a turnoff valve at a

convenient place so that water supplies to Permittees hereunder can be shut off and service discontinued. It is expressly understood and agreed that said pipelines shall not be extended to supply any other properties or facilities belonging to Permittees or others without the prior written consent of the City.

3. CITY ACCESS. City will at all times be provided with complete access to said valve. City shall have the right, without any liability to Permittees, to shut off said water for nonpayment of any yearly sum for such water if not paid concurrent herewith or on or before each anniversary date hereof.

4. WATER USE. The uses of the water supplied hereunder shall be limited solely to recreational purposes for Permittees' campgrounds, guard station and recreational areas, and uses incidental thereto, and shall not be used for irrigation or sprinkling or any other use, unless approved in writing by the Public Utilities Director.

5. WATER FURNISHED AS IS. Permittee will receive the water furnished hereunder "as is", with no representations by City as to quality, quantity or purity.

6. STATE APPROVAL. Permittee shall obtain City's name and pay all costs associated with any State Engineer approval, if necessary, to use said water hereunder.

7. SURPLUS WATER SALE ONLY; TERMINATION: It is understood and agreed that the City has obligations to deliver water to the inhabitants, firms and corporations in Salt Lake City and elsewhere, and this Agreement is made only as to surplus waters

in excess of City's other needs and obligations. If at any time and for any reason in the City's sole judgment, City is unable to furnish the water provided for by this Agreement, it may cancel and terminate this Agreement upon thirty (30) days prior written notice by personally serving or mailing by certified or registered mail to Permittee at 125 South State Street, Salt Lake City, Utah 84138, or such other address as Permittee shall designate in writing to City; provided, however, that the foregoing shall in no way prohibit City from assigning or transferring its obligations hereunder to another supplier or from making other arrangements, if possible, for the supply of water to Permittee.

8. TERMINATION FOR CAUSE. It is understood and agreed that City may terminate its obligations hereunder immediately for Permittee's violation of any of the terms and conditions hereof or for the violation of any City water or watershed ordinance or any sanitary regulations of the Salt Lake City-County Board of Health, state or federal law or regulation in effect at the time of such violation. The City may, at its sole option, and after written request for permission, allow Permittees to cure any violations occurring hereunder within a reasonable time after Permittees received notice of such violations.

9. ASSIGNMENT. This Agreement is not assignable by Permittee without the prior written consent of the City.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and it cannot be altered

except through a written instrument which is signed by both parties.

11. CONTROLLING LAW. This Agreement shall be construed in accordance with the laws of and enforced only in the State of Utah.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officers to be effective as of the day and year first above written.

SALT LAKE CITY CORPORATION

RECORDED

AUG 04 1992

MAYOR

CITY RECORDER

ATTEST:

CITY RECORDER



By

SUSAN GIANNETTINO
Forest Supervisor

STATE OF UTAH)
 : ss.
 County of Salt Lake)

On the 4 day of August, 1992,
 personally appeared before me DEEDEE CORRADINI and KATHRYN
 MARSHALL, who being by me duly sworn, did say that they are the
 MAYOR and CITY RECORDER, respectively, of SALT LAKE CITY
 CORPORATION, and said persons acknowledged to me that said
 corporation executed the same.

Beverly Jones
 NOTARY PUBLIC, residing in
 Salt Lake County, Utah

My Commission Expires:



Notary Public
 BEVERLY JONES
 451 So. State St. #415
 Salt Lake City, Utah 84111
 My Commission Expires
 October 1, 1993
 State of Utah

STATE OF UTAH)
 : ss.
 County of Salt Lake)

On the _____ day of _____, 19____, personally
 appeared before me _____ who, being by me
 duly sworn did say that he is the _____ of
 _____, and that the foregoing
 instrument was signed in behalf of said _____; and
 said person acknowledged to me that said _____
 executed the same.

 NOTARY PUBLIC, residing in
 Salt Lake County, Utah

My Commission Expires:

RLM:cc

EXHIBIT S

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF UTAH, CENTRAL DIVISION
3 -----
4

5
6 RAYMOND A. HAIK and MARK C.
7 HAIK,

8 Plaintiffs,

9 vs.

Civil No. 96-C-732 J

10 The Town Of Alta, a political
11 subdivision of the State of Utah;
12 and SALT LAKE CITY CORPORATION,
13 a political subdivision of the
14 State of Utah,

15 Defendants.

COPY

16
17 BEFORE THE HONORABLE BRUCE S. JENKINS

18 DATE: APRIL 25, 1997

19 REPORTER'S TRANSCRIPT OF PROCEEDINGS

20 MOTION HEARING

21
22
23
24
25 Reporter: REBECCA JANKE, CSR, RPR

1 Lake City.

2 There is no taxpayer element to the water supply
3 agreement, Your Honor. It is geographically based and
4 clearly geographically based.

5 THE COURT: If Salt Lake City weren't Salt Lake
6 City, and the supplier were Howard Hughes, when alive, you
7 know, has Salt Lake City anything other than simply a vendor
8 of water.

9 MR. BRAMHALL: Yes, Your Honor. I think they hold
10 a public trust that is recognized in the state law as well as
11 certain federal legislation, where Salt Lake City, as a first
12 class city, has been provided the duty and the responsibility
13 to manage the water shed, essentially, for this valley.

14 THE COURT: Well they manage the water shed but
15 Salt Lake City is selling water all over this area.

16 MR. BRAMHALL: Correct.

17 THE COURT: Isn't the source of revenue -- a source
18 of revenue to Salt Lake City, the money they make on the
19 water when they sell it?

20 MR. BRAMHALL: Well, with this caveat, Your Honor.
21 It is an enterprise fund. It simply goes back to the water
22 department for the development of water projects, so in that
23 sense, I think it's a furtherance of the trust responsibility
24 that Salt Lake has.

25 The Court raised a point, and let me just take a

1 little side tour here. We are a water company when we are
2 outside of our boundaries. And I just make a footnote that
3 I'm not sure we are even acting under color of authority with
4 reference to this matter, which takes us out of a 1983 action
5 again.

6 The plaintiffs would actually, if they got their
7 wish here, would actually have the Court take that provision
8 they had up there, that says "with the consent of the City"
9 and just pit white-out over that. They annexed into the
10 City, and we get water, and the City has no discretion.

11 We don't think that's what the parties intended.
12 We don't think they are third-party beneficiaries, and in
13 fact, the most telling fact in this particular issue is Fact
14 No. 8 which has been admitted by the plaintiffs.

15 And that fact says: "Alta and Salt Lake City
16 intentionally excluded all property in the Albion Basin
17 subdivision from the service area to be benefitted by the
18 water supply agreement."

19 I think if the Court takes a look at that Ron Case
20 matter that we submitted, it said something to the effect
21 that the intent to benefit a third party must be clear. I
22 suggest that the actions of the parties in this matter and
23 the very language make the exclusion clear, not the
24 inclusion.

25 Let me talk a little bit, Your Honor, about matters

EXHIBIT T

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1 Fact 35 reads: "The Town has initiated or been a party to
2 detailed comprehensive planning with respect to the Little
3 Cottonwood Canyon. None of that comprehensive planning has
4 shown or contemplated an extension of water or sewer lines
5 into the Albion Basin annexation area."

6 Now, Your Honor, just two thoughts on this cap and
7 what it really means. Since 1976, when that water supply
8 agreement was entered into and when the geographical
9 limitation was set, that is being the 1976 boundaries, the
10 Town has done a great deal of planning and analysis about its
11 growth. There is a lot of pressure for growth.

12 The Town takes a very careful look at PUD
13 development. It nurtures and marshals its resources. This
14 \$265,000 [sic] cap is always a target as the Town goes
15 through the planning process for the future. We know that
16 that is an inhibitor, ultimately, to what the Town can do.

17 And the comprehensive planning that has taken place
18 in the last 20 years has had that basic limitation very much
19 in mind. So, Your Honor, again, as I pointed out, I don't
20 know if we are bumping against that cap; but what that is,
21 that's a target, given the development of the area that we
22 expected in 1976, when we entered into this contract with
23 Salt Lake City, to be able to develop. We might not be
24 bumping up against it now, but there are plans that have been
25 approved. There are projects going in, within the '76

★

1 boundaries, that will make claim on that 265,000 limitation.

2 THE COURT: I'm sure.

3 MR. WENTZ: Now, Your Honor, I guess the other
4 thought is the Summary Judgment Motion we are dealing with
5 here is whether or not -- it's really not whether or not we
6 have an additional gallon of water or two to sell to the
7 Haiks, as I'm sure the Court realizes. The issue is, did we
8 somehow breach a duty when we annexed in 1981 and when we
9 made it very clear what was going to happen?

10 THE COURT: If you had water coming in, for
11 example, Mr. Wentz, from Howard Hughes, rather than Salt Lake
12 City, and you simply purchased it for any purpose whatsoever
13 and you thereafter geographically red-lined and treated
14 people differently, then you might have some trouble, you
15 might have a problem.

16 MR. WENTZ: Then we might have a suspect
17 classification.

18 THE COURT: Sure. Now, to some extent, it depends
19 on how you define what you've purchased and the limitations
20 that exist there. But I think it's of some value, in trying
21 to provide context to resolving, in trying to resolve the
22 motions that are pending, to have some understanding as to
23 whether or not Alta City has had available to it, during its
24 planning and expansion program, a little wiggle room when it
25 comes to water.

EXHIBIT U

ROGER F. CUTLER
CITY ATTORNEY

SALT LAKE CITY CORPORATION
LAW DEPARTMENT

DEEDEE CORRADINI
MAYOR

July 12, 1996

JUL 15 1996

Stephen G. Crockett
Nanci Snow Bockelie
GIAUQUE, CROCKETT, BENDINGER & PETERSON
First Interstate Plaza
170 South Main Street, Suite 400
Salt Lake City, Utah 84101-1605

Re: Notice of Claim for Interference With Municipal Duty to Provide Water, Sewer
and Other Municipal Services to Lots 25, 26, 29 & 30 Albion Basin Subdivision

Dear Mr. Crockett and Ms. Bockelie:

The above referenced claim has been referred to this office for review and disposition. For the reasons outlined below, the claim is hereby denied.

Salt Lake City's obligation to sell water to the Town of Alta is governed by the terms of that certain Intergovernmental Agreement - Water Supply Agreement Salt Lake City to Alta City, dated as of August 12, 1976 (the "Agreement"). Pursuant to Section 3 of the Agreement, the Town of Alta may construct the necessary pipelines and other facilities to distribute water to water users within the corporate boundaries of the Town. Section 8 provides that "said pipelines shall not be extended to or supply water to any properties or facilities not within the present city limits of Alta without the prior written consent of City." These two Sections together leave no doubt that the Town of Alta is only entitled to use water, and Salt Lake City is only obligated to sell water for use, within the boundaries of the Town of Alta as those boundaries existed on August 12, 1976.

The Notice of Claim fails to articulate any legal basis for asserting that Salt Lake City is obligated to consent to an expansion of the Agreement, other than to state that "Salt Lake City has no rational basis to refuse to consent . . ." to such expansion. Without acknowledging any obligation to justify the withholding of its consent, the City feels ample justification is set forth in the findings of the City Council contained in the preamble to Section 17.04.020 of the Salt Lake City Code. As you are aware, the ordinance prohibits the expansion of existing water sales contracts. These legislative findings are entitled to considerable weight, and in our view are dispositive in this case.


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Stephen G. Crockett
Nanci Snow Bockelie
GIAUQUE, CROCKETT, BENDINGER & PETERSON
July 12, 1996
Page 2

Most of the assertions and recitations of fact contained in the Notice of Claim are more properly addressed to the Town of Alta than to Salt Lake City. We cannot address the merits of any potential claim against the Town of Alta based upon the facts asserted in the Notice of Claim. The City has no control over promises made by the Town of Alta to others, and cannot accept the premise that unilateral promises made by Alta in any way affect the City's obligations under the Agreement.

Please feel free to contact the undersigned if you have any questions regarding Salt Lake City's denial of this claim.

Very truly yours,



CHRISTOPHER E. BRAMHALL
Assistant City Attorney

CEB:kdp
cc: Deedee Corradini, Mayor
Roger F. Cutler, City Attorney
LeRoy W. Hooton, Jr., Director of Public Utilities

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100M/118 JS

EXHIBIT V

MAYOR
WILLIAM H. LEATT
TOWN COUNCIL
ROSALIE GALE
BILL LENNON
TOM POLLARD
JODY SHRONTZ



TOWN OF ALTA
P.O. BOX 8016
ALTA, UTAH
84092-8016
TEL. (801) 363-5105 / 742-3522
FAX. (801) 742-1006

April 18, 2003

Mrs. Judith Maack
4326 White Way
Salt Lake City, Utah 84124.

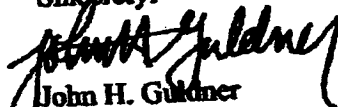
Re: Cecret Lake Subdivision Culinary Water

Dear Mrs. Maack:

The Town of Alta has received a letter from LeRoy W. Hooton, Jr., Director, Salt Lake City Corporation, Department of Public Utilities, dated April 8, 2003, clarifying the 1976 "Intergovernmental Agreement Water Supply Agreement Salt Lake City To Alta City." A copy of that letter is enclosed for your convenience.

As you can see, the Town of Alta may not serve any property in the Cecret Lake Subdivision without the express approval from Salt Lake City. Mr. Hooton's letter of April 8, 2003, supercedes and overrides any other letters related to the provision of culinary water to the Cecret Lake Subdivision, especially, but not limited to W. Paul Thompson's letter to you dated November 22, 2002.

Sincerely:


John H. Guldner
Town of Alta

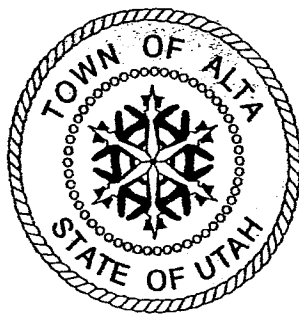
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EXHIBIT W

MAYOR
WILLIAM H. LEVITT
TOWN COUNCIL
ROSALIE GALE
BILL LENNON
PAUL MOXLEY
TOM POLLARD



TOWN OF ALTA
P.O. BOX 8016
ALTA, UTAH
84092-8016
TEL. (801) 363-5105 / 742-3522
FAX. (801) 742-1006

May 12, 2003

Judith Maack
4326 White Way
Salt Lake City, Utah 84124

Dear Judith:

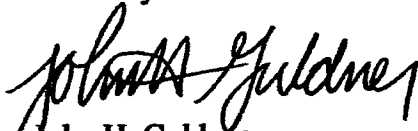
I am in receipt of your recent letter to Mayor Levitt, dated April 29, 2003. The following should adequately and clearly answer your outstanding questions and state the Town of Alta's position.

The 1976 contract between Salt Lake City and the Town of Alta, titled "Intergovernmental Agreement Water Supply Agreement Salt Lake City To Alta City" does not require the Town of Alta to extend water service to any specific area of the Town or to all areas of the Town as you suggest. It merely ensures that Salt Lake City will not be responsible for any of the costs associated with delivering their water.

The Town of Alta has no statutory or legal obligation to provide or extend sewer or water services to the Cecret Lake Subdivision. The Town has never indicated that such services would be provided to or extended to Cecret Lake. That position was clearly stated in the 1976 annexation of the Cecret Lake Subdivision. The Town has no future plans to extend such services to Cecret Lake Subdivision.

I hope this serves to answer your questions and clearly define the Town of Alta's position.

Sincerely:


John H. Guldner
Town of Alta

104 m/118 JS

EXHIBIT X

April 29, 2003

John Guldner
Town of Alta Administrator
P.O. Box 8016
Alta, Utah 84092-8016

Dear John,

I am in receipt of Leroy W. Hooten, Jr.'s letter to Mayor Levitt dated April 8, 2003 stating, "Salt Lake City does not believe that service to Cecret Lake Subdivision is presently allowed." I am also in receipt of the 1976 Intergovernmental Water Supply Agreement Salt Lake City to Alta City, which contradicts Mr. Hooten's present beliefs. I am also in receipt of a letter from a Town of Alta fiduciary, W. Paul Thompson, Esq., stating that under this 1976 Water Agreement, my lot qualifies for water to be provided to me.

First, the clear and plain language of the 1976 contract cannot be undone unilaterally by some "belief letter" from Mr. Hooten. Furthermore, the statement in your letter to me dated April 18, 2003 that, "as you can see, the Town of Alta may not serve any property in the Cecret Lake Subdivision without the express approval from Salt Lake City," clearly contradicts the clear language of the 1976 contract on page 3, paragraph 8, "It is expressly understood and agreed that said pipelines shall not be extended to or supply water to any properties or facilities not within the present city limits of Alta without the prior written consent of city." Since my property was located within the Town boundaries when this contract was signed, my lot (as W. Paul Thompson, Esq. correctly points out) qualifies for water. Therefore, your statement that, "the Town of Alta may not serve any property in the Cecret Lake Subdivision without the express approval from Salt Lake City is incorrect; in fact, that language is nowhere to be found in the 1976 Agreement.

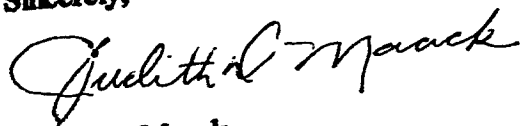
Your statement that, "Mr. Hooten's letter of April 8, 2003 supercedes and overrides any other letters related to the provision of culinary water to the Cecret Lake Subdivision assumes that, a) you have legal authority to undo the 1976 contract between Salt Lake City and Alta, b) that you are abrogating the contract by unilaterally amending the clear and plain language of the terms of the contract, c) that you are a lawyer and have the legal authority to rescind the legal opinion of W. Paul Thompson, Esq., d) and that by refusing water that is contractually obligated to users within the Town's 1976 limits that you are violating paragraph 12 of the contract and putting the entire Town of Alta water supply under this contract in jeopardy by violating the terms of the contract and subjecting us all to water cancellation by Salt Lake City Corporation.

Until we get a letter from W. Paul Thompson, Esq., rescinding his current representation that the town is obligated to provide water, it still stands. Even in the event that Mr.

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Thompson were to change his position, that would not in any way change the legal fact that the Town of Alta is statutorily required to provide municipal services, including water and sewer to my lot and that it must also comply with all the provisions of the 1976 Intergovernmental Water Agreement.

Sincerely,

A handwritten signature in cursive script, reading "Judith D. Maack". The signature is fluid and connected, with a large initial "J" and a long, sweeping underline.

Judith D. Maack

EXHIBIT Y

BOARD OF WATER RESOURCES

Feasibility Report

Conservation & Development Fund

Appl. No.: L-497

Received: 8/26/94

Approved: 9/16/94

To be Presented at the January 20, 1995 Board Meeting

SPONSOR:

TOWN OF ALTA

Mayor:

William H. Levitt

LOCATION:

The proposed project is located in Little Cottonwood Canyon about 14 miles east of Sandy in Salt Lake County.

EXISTING
CONDITIONS
& PROBLEMS:

Alta's water, currently used by 42 domestic and 16 commercial connections (270 total equivalent residential connections) comes from within the Bay City Mine. The mine's vertical shaft is 355 feet deep but has several offshoots that go deeper. The shaft acts as a large diameter well which intercepts many waterbearing fractures in bedrock. Water is pumped up the shaft and discharged into a 4-inch PVC pipe that runs about 1,800 feet through a horizontal tunnel. The pipe connects to the town's water distribution system where it exits the tunnel; at that location there are two buildings housing booster pumps and electrical and telemetry equipment. System storage consists of two tanks holding a total of 365,000 gallons. The system is rated "Approved" by the Division of Drinking Water.

Both the water supply and pumping plant capacity exceed the flow capacity of the 4-inch pipe. Over the 18 years of its life, the pipe has been damaged by falling rocks in the tunnel, and is generally wearing out. There is also a faulty valve, near the pumps at the bottom of the shaft, which causes a reduction of pressure in the pipe.

Access to the mine is through about 40 feet of 48-inch steel culvert pipe which has begun to deflect from the weight of earth above it; the town is concerned the access culvert may collapse. The mine entrance, i.e., where the 4-inch pipe exits the tunnel, is also partially exposed to the elements through a culvert drain pipe which allows freezing of surface water on the floor of the tunnel and at times freezes the supply line.

The two buildings near the entrance of the tunnel are in disrepair, and provisions for water chlorination do not exist. One small area of town (Grizzly Gulch) is supplied

109 m/118 JS

by a 2-inch line through which water is pumped to a 10,000 gallon tank. This line often freezes in the winter, cutting flow off to the area.

PROPOSED PROJECT:

The town is requesting financial assistance from the board to improve its culinary water system by (1) replacing the 48-inch portal with a 72-inch portal, (2) replacing the 4-inch PVC pipe in the tunnel with 8-inch polyethylene pipe, (3) replacing the faulty valve near the pumps in the mine, (4) replacing the two utility and pumping equipment buildings with one concrete, avalanche-resistant building to consolidate the utilities, (5) replacing the 2-inch Grizzly Gulch pipeline with 4-inch PVC pipe buried deep enough to resist freezing, (6) providing chlorination facilities in the new concrete building, and (7) installing a connection to Snowbird's water system, tying the two systems together for emergencies.

Engineering is being done by Sunrise Engineering in Salt Lake City.

COST ESTIMATE:

The following cost estimate was prepared by the engineer and reviewed by staff:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
		LS	\$20,000	\$20,000
1.	Mobilization	LS	2,500	2,500
2.	Salvage Exist. Booster Pumps	LS	2,500	2,500
3.	Salvage Power & Telemetering	LS	3.00	5,400
4.	Remove 4-inch PVC Pipe	1,800 LF	5,000	5,000
5.	Remove Excess Utilities	LS	5,000	5,000
6.	Remove Exist. Retaining Wall	LS	10,000	10,000
7.	Remove Exist. Buildings	LS	1,600	65,600
8.	72-inch Tunnel Entry	41 LF	15,000	15,000
9.	Packaged Pump Station	LS	35,000	35,000
10.	New Meter/Pumps Building	LS	8,500	8,500
11.	Appurtenances	LS	5,500	5,500
12.	Chlorination Equipment	LS	1,000	1,000
13.	Tie Together Existing Systems	LS	9.50	17,100
14.	8-inch Polyethylene Pipe	1,800 LF	5.25	11,550
15.	4-inch PVC Pipe	2,200 LF	650	650
16.	8-inch Gate Valve	1 EA	450	1,350
17.	4-inch Gate Valve	3 EA	700	700
18.	8-inch Check Valve	1 EA	7.00	2,100
19.	Untreated Base Course	300 TN	35.00	1,400
20.	Bituminous Surface Course	40 TN	75.00	3,000
21.	Concrete Walkway	40 LF		
				\$218,850
	Construction Cost			21,885
	Contingencies			8,765
	Legal and Administrative			45,500
	Design and Construction Engineering			
				\$295,000
	TOTAL			

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COST SHARING & REPAYMENT:

<u>Agency</u>	<u>Cost Sharing</u>	<u>% of Total</u>
	\$235,000	80%
Board of Water Resources	<u>60,000</u>	<u>20</u>
Sponsor	\$295,000	100%
TOTAL		

If the board authorizes the project, it is suggested the bonded indebtedness of \$235,000 be repaid in 20 years at 5% interest. This will require an annual payment of about \$20,000 (includes reserves).

ECONOMIC FEASIBILITY:

The town of Alta lies within the Salt Lake City watershed. The town purchases its water from Salt Lake City and use of this water is governed by an agreement with Salt Lake City and the rules and regulations of the Salt Lake City Watershed Management Plan. These governing documents do not allow Alta to develop new sources of water within the watershed or obtain water from another entity within the watershed on a permanent basis.

With these restrictions, no reasonable alternative to the proposed project is available and so the benefit/cost ratio is assumed to be 1.

FINANCIAL FEASIBILITY:

Based on the board's 1.25% affordability guideline, Alta residents could afford to pay up to \$14.71 monthly for water. Using the 270 equivalent residential connections, the cost of water with the proposed project is as follows:

	<u>Annual Cost</u>	<u>Cost/Conn/Mo</u>
Operation & Maintenance	\$37,815	\$11.67
Pumping	6,500	2.01
Purchase of Water	6,200	1.91
BWRe Loan	<u>20,305</u>	<u>6.27</u>
TOTAL	\$70,820	\$21.86

The town currently charges for water quarterly, the single family rate being \$99.36. A surcharge of \$0.35 per 1,000 gallons is added in July for people who use more than their yearly allocation of water, which is 168,000 gallons for a single family dwelling. The commercial rate varies with the size, but the larger lodges are charged a base rate of slightly over \$1,000 per quarter. Connection fees of \$40.00 per fixture unit average about \$1,200 for a normal residence. Town officials are planning to study and restructure the water rates next year.

Water sales revenue is about \$50,000 annually, which just covers the present expenses. An increase in water rates will be necessary to repay the loan. The town may want to look at increasing the commercial rates, or placing a

111 m/118

JS

small surcharge on lodge rooms for the transient population, so as to not place too heavy a burden on the permanent residents.

BENEFITS:

The proposed project will prevent the possibility of collapse of the tunnel portal, which is presently a safety hazard and represents a possible loss of the town's water supply. A larger portal with rail tracks will allow pumps and repair equipment to be moved through the tunnel when necessary. The project will also reduce freezing problems in the Grizzly Gulch supply line. Replacement and enlargement of the tunnel pipeline will allow use of all available water and will provide additional capacity for fire protection and growth.

**PROJECT
SPONSOR:**

Alta has 397 full-time residents and is principally a ski resort town. During the ski season the population swells to about 6,000 in the daytime and 1,000 at night. Seven of the 16 commercial water connections are lodges or condominiums and three are restaurants. In addition to drinking water, the town also provides water for snowmaking. Alta's population is fairly stable and growth is expected to remain slow. About 80% of the land belongs to the U.S. Forest Service, with private ground existing for about 25 potential new homes; it is also conceivable the lodges could expand.

Alta participated with the board in 1977 in constructing a community water system to replace several small private systems; the \$160,000, 0% interest loan is being repaid through 1996 at \$10,000 per year.

**WATER RIGHTS
& SUPPLY:**

The town does not own any water rights. Water is obtained through an intergovernmental agreement with Salt Lake City, which owns most of the water in the canyon. Alta pays the city for water use not to exceed 265,000 gallons per day.

Although water coming from within the Bay City Mine is well over 300 gpm, flow to town is presently restricted to 300 gpm by the 4-inch pipeline. Water use varies from about 5.5 million gallons per month during the winter to 1.5 million gallons per month in the summer.

**EASEMENTS
& ENVIRONMENTAL:**

All construction will be done where facilities already exist and rights-of-way should already be in place. No long-term environmental impacts are foreseen.

**WATER
CONSERVATION:**

Town officials are aware of the need for water conservation but do not presently have an official water management/conservation plan. Outside watering is restricted by the agreement with Salt Lake City, which is a significant conservation measure.

**SPONSOR'S
RESPONSIBILITIES:**

The town will be required to make all arrangements to issue the board a non-voted revenue bond as well as verify it has adequate rights to use water throughout the repayment period and rights-of-way required to construct the project. If the project is authorized, a list of procedures and requirements necessary to close the loan will be furnished to the town.

**PROJECT
CONTACT
PEOPLE:**

Mayor:

William H. Levitt
P.O. Box 8016
Alta, UT 84092-8016
Phone: 363-5105

Engineer:

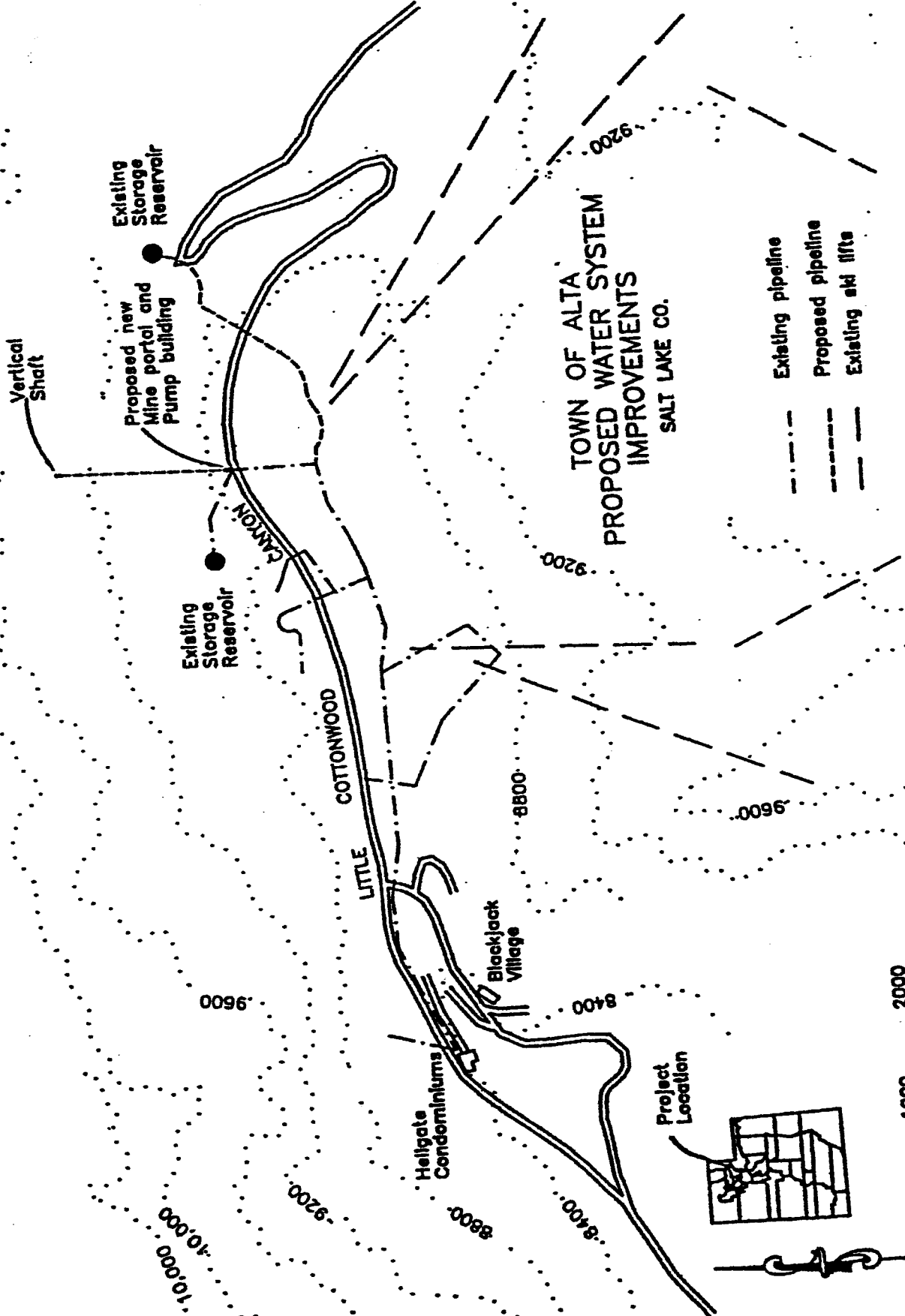
Sunrise Engineering
455 East 400 South, Suite 303
Salt Lake City, UT 84111
Phone: 363-1329

Legal Counsel:

Lee Kapaloski
Parsons, Behle, & Latimer
P.O. Box 11898
Salt Lake City, UT 84147-0898
Phone: 532-1234

Financial Advisor:

Kimball L. Young
170 South Main, Room 520
Salt Lake City, UT 84101-1605
Phone: 521-0101



TOWN OF ALTA
PROPOSED WATER SYSTEM
IMPROVEMENTS
SALT LAKE CO.

- Existing pipeline
- Proposed pipeline
- Existing and lifts

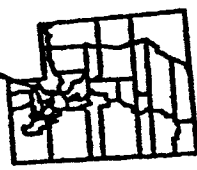


EXHIBIT Z

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF UTAH, CENTRAL DIVISION
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6 RAYMOND A. HAIK and MARK C.
7 HAIK,

8 Plaintiffs,

9 vs.

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18 DATE: APRIL 25, 1997

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25 Reporter: REBECCA JANKE, CSR, RPR

1 THE COURT: No. No. I think factually, to begin
2 with, we have to ascertain whether there's a surplus in the
3 surplus.

4 MR. WENTZ: Your Honor, let me stipulate for the
5 purposes of argument that there is a surplus.

6 THE COURT: Well, I'm more interested in fact than
7 stipulations.

8 MR. WENTZ: Forgive me, but I can't answer that
9 question. It's never been a fact issue as far as I'm
10 concerned on these motions. Even if we had a surplus, we
11 cannot extend our water lines across forest service land and
12 into the Albion Basin without the consent of Salt Lake City.

13 THE COURT: Well, I've read your materials, and
14 I've read the documents, and I'm -- everyone likes to say:
15 Well, the devil made me do it.

16 And, of course, Alta likes to point to Salt Lake
17 and say: Gee, we're nice people.

18 Let me ask point blank. If Salt Lake would
19 consent, would you grant a permit.

20 MR. WENTZ: Your Honor, the letters in the file
21 were very clear. The Town administrator, I would say, has
22 written 20 letters to owners within the Albion Basin, and he
23 has declared that if we could extend water lines to the
24 Albion Basin and if they complied with other applicable
25 zoning ordinances, yes, they would get a building permit.

1 THE COURT: Now --

2 MR. WENTZ: We submit, Your Honor, that would be an
3 illogical result under the statute.

4 THE COURT: In other parts of the Town, since 1981,
5 other than the Albion area, the dry cabin area, building
6 permits?

7 MR. WENTZ: Yes.

8 THE COURT: Water available?

9 MR. WENTZ: Water has been made available.
10 Building permits have been issued.

11 THE COURT: Sewer available?

12 MR. WENTZ: Sewer is available. Sometimes the
13 water is provided by Salt Lake City, Your Honor, where up in
14 Grizzly Gulch, where you can't run a line, some of them don't
15 have sewers. Some of them get sewer and water from an
16 improvement district. But, basically, yes, the Town, if it
17 sees the 400 gallons per day per structure requirement
18 satisfied, and all other applicable codes, yes, building
19 permits are issued within the 1976 boundaries.

20 THE COURT: Well, within the surplus and also
21 within the quantity of water that you purportedly --

22 MR. WENTZ: It's my understanding that there has
23 been adequate water to date --

24 THE COURT: -- purchase from Salt Lake City?

25 MR. WENTZ: Yes, that's purchased.